



Roger A. Bergman  
Chairperson

Matthew R. Fenske  
Vice-Chairperson

# Ottawa County

Board of Commissioners

**To All Ottawa County Commissioners:**

**The Ottawa County Board of Commissioners will meet on *Tuesday, March 23, 2021 at 1:30 PM* for the regular March meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom.**

**The Agenda is as follows:**

- 1. Call to Order by the Chairperson**
- 2. Invocation – Commissioner Terpstra**
- 3. Pledge of Allegiance to the Flag**
- 4. Roll Call**
- 5. Presentation of Petitions and Communications**
  - A. Public Health Update, Lisa Stefanovsky**
- 6. Public Comments**
- 7. Approval of Agenda**
- 8. Actions and Reports**

**A. Consent Resolutions:**

**From the County Clerk/Register**

- I. Board of Commissioners Meeting Minutes**  
**Suggested Motion:**

**To approve the Minutes of the March 9, 2021 Board of Commissioners Meeting and the March 9, 2021 Board of Commissioners Work Session.**

Francisco C. Garcia Joseph S. Baumann Douglas R. Zylstra Allen Dannenberg Randall J. Meppelink  
Kyle J. Terpstra James H. Holtvluwer Philip D. Kuyers Gregory J. DeJong

12220 Fillmore Street | West Olive, Michigan 49460 | 616-738-4898 | miOttawa.org

**From Administration**

1. **Declaration of a Local State of Emergency Resolution**

**Suggested Motion:**

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to extend a State of Emergency within Ottawa County due to the COVID-19 pandemic.

2. **Accounts Payable for March 1 – 12, 2021**

**Suggested Motion:**

To approve the general claims in the amount of \$6,068,441.87 as presented by the summary report for March 1 - 12, 2021.

B. **Public Hearings: None**

C. **Action Items:**

**From Administration**

1. **Michigan State University Extension 2020 Annual Report**

**Suggested Motion:**

To receive for information the Michigan State University Extension 2020 Annual Report.

**From the Planning and Policy Committee**

2. **Agricultural Economic Development Plan**

**Suggested Motion:**

To approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution of Support for the Ottawa County Focus on Agriculture Plan.

3. **Resolution of Support for the Creation of a Groundwater Board**

**Suggested Motion:**

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution of Support for the creation of an Ottawa County Groundwater Board.

4. **2021 Michigan Natural Resources Trust Fund Grant Application for Kirk Park**

**Suggested Motion:**

To approve the recommendation of the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance of \$474,000 to renovate facilities at Kirk Park.

5. [2021 Michigan Natural Resources Trust Fund Grant Application for Stearns Bayou](#)  
**Suggested Motion:**  
To approve the recommendation of the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance of \$300,000 to construct the Stearns Bayou Connector Segment of the Grand River Greenway Idema Explorers Trail.
6. [Motion to Approve Amended 2021 Board Rules](#)  
**Suggested Motion:**  
To approve the Rules Committee's recommended amendments to the 2021 Board Rules.

**From the Finance and Administration Committee**

7. [FY2021 Budget Adjustments](#)  
**Suggested Motion:**  
To approve the FY2021 budget adjustments per the attached schedule.
8. [Jail Management System - JailTracker](#)  
**Suggested Motion:**  
To approve and authorize the Board Chairperson and Clerk/Register to sign the proposed five-year contract with Core Technology for the JailTracker Jail Management System funded under the Capital Improvement Plan for \$469,129.
9. [Resolution to Authorize "Qualifying Statements" for Bonding Purposes](#)  
**Suggested Motion:**  
To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to authorize Certification of a "Qualifying Statement" for bonding purposes.
10. [Ottawa County Water Supply Refunding Bonds, Series 2021](#)  
**Suggested Motion:**  
To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to Authorize the Issuance of Not to Exceed \$3,200,000 Ottawa County Water Supply Refunding Bonds, Series 2021 (Northwest Ottawa Water System).
11. [Fiscal Services \(CMH\) Personnel Requests](#)  
**Suggested Motion:**  
To approve the request from Fiscal Services (CMH) to add one (1.0 FTE) Claims/Billings Analyst (U2) at a cost of \$73,341.69 and increase one Accountant II (U4) to a Budget/Audit Analyst (U5) at a cost of \$5,974.72, for total cost of \$79,316.41.

12. [Community Mental Health Personnel Requests](#)

**Suggested Motion:**

To approve the request from Community Mental Health to make the following position additions at a total cost of \$352,614; To add four (.4875 FTE) commission-based Mental Health Clinicians at a cost of \$104,000 and to add four (1.0 FTE) Mental Health Aide Workers at a cost of \$248,614.

D. **Appointments:**

13. [Community Mental Health Board Appointment](#)

**Suggested Motion:**

To place into nomination the name of (\*indicates recommendation from the Interview Subcommittee):

**\*Robert Brown**

and to select one (1) to fill one (1) Family Member vacancy on the Community Mental Health Board beginning April 1, 2021 and ending March 31, 2024.

14. [Community Mental Health Board Appointment](#)

**Suggested Motion:**

To place into nomination the name of (\*indicates recommendation from the Interview Subcommittee):

**\*Lavonne Vanderzwaag**

and to select one (1) to fill one (1) General Public vacancy on the Community Mental Health Board beginning April 1, 2021 and ending March 31, 2024.

E. **Discussion Items:**

I. [Michigan State University Extension 2020 Annual Report](#)

Presented by: Erin Moore

9. **Report of the County Administrator**
10. **General Information, Comments, and Meetings Attended**
11. **Public Comments**
12. **Adjournment**



**PROPOSED  
PROCEEDINGS OF THE OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
MARCH SESSION – FIRST DAY**

The Ottawa County Board of Commissioners met on Tuesday, March 9, 2021, at 1:30 p.m. and was called to order by the Chair.

Commissioner DeJong pronounced the invocation.

The Clerk/Register led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Francisco Garcia, Joseph Baumann, Douglas Zylstra (by zoom), Allen Dannenberg, Randall Meppelink (by zoom), Kyle Terpstra (by zoom), James Holtvluwer (by zoom), Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

Presentation of Petitions and Communications

- A. GCSI Update – Bob DeVries, GCSI, presented a legislative update.
- B. Public Health Update – Lisa Stefanovsky, Health Officer, and Dr. Paul Heidel, Medical Director, presented a COVID-19 update.

Public Comments

Public comments were made by:

- 1. Shannon Donley, 15857 Brucker, Grand Haven
- 2. Tracy Reed, 14276 Virginia Lane, Grand Haven – by zoom
- 3. Lanae Monera, 6722 Pierce Street, Allendale – by zoom
- 4. Teri Wynn, 7610 Hidden Lake Drive, Hudsonville – by zoom

B/C 21-055 Matthew Fenske moved to approve the agenda of today as presented and amended removing Action Item #3 – Michigan State University Extension 2020 Annual Report and to move the Report of the County Administrator to Discussion Item #1. The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Roger Bergman. (1)

B/C 21-056 Matthew Fenske moved to approve the following Consent Resolutions:

- 1. To approve the Minutes of the February 23, 2021 Board of Commissioners meeting.

2. To approve the general claims in the amount of \$5,696,964.38 as presented by the summary report for February 15-26, 2021.
3. To ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy that was adopted on April 14, 2020.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Philip Kuyers, Matthew Fenske, Roger Bergman. (11)

B/C 21-057 Philip Kuyers moved to approve and authorize the Board Chairperson and Clerk/Register to sign the lease agreement with the Historic Ottawa Beach Society for the use of the Pump House building at the Historic Ottawa Beach Parks through March 31, 2041. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (11)

B/C 21-058 Allen Dannenberg moved to receive for information the Ottawa County Department of Health and Human Services 2020 Annual Report. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Matthew Fenske, Douglas Zylstra, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Roger Bergman. (11)

B/C 21-059 Joseph Baumann moved to receive for information the Ottawa County Innovation and Technology 2020 Annual Report. The motion passed.

B/C 21-060 Francisco Garcia moved to receive for information the Ottawa County Community Action Agency 2020 Annual Report. The motion passed.

#### Discussion Items

1. 2020 State of the County – Alan Vanderberg, County Administrator, presented the 2020 State of the County:

*“Thank you, Chair Bergman, Vice-Chair Fenske and the Board of Commissioners for this opportunity to present the sixteenth annual State of the County address. It is an honor to share the highlights and challenges of 2020 as well as a glimpse into the future.*

*Ottawa County continues to excel and stand out as a leader among local governments in Michigan. Our vision is to make Ottawa County where you belong: a place where all people, visitors and businesses feel welcomed and valued as vital threads of the community fabric.*

*On January 30th, 2020 the World Health Organization declared a global health emergency for the COVID-19 virus and Michigan saw its first two cases in March. Preparations by Ottawa County government and the Health Department had already begun in expectation of spread to West Michigan. On March 24th, 2020, in accordance with Section 10 of 1976 PA 390, the Ottawa County Board of Commissioners declared a local state of emergency to ensure quick and efficient response to the public need. The declaration opened up the response and recovery elements of the County's emergency operations plan and provided agility with staffing and emergency purchases; all crucial to an effective response. The response effort included strategies to reduce transmission among staff, protect people at higher risk for adverse health complications, and striking a balance between the maintenance of essential and necessary governmental operations/services and minimizing the spread of the virus and the negative impacts to county residents. As the pandemic grew, testing, contact tracing, quarantine and isolation, and vaccination, dominated efforts and continue to do so. To date, Ottawa County has continued its state of emergency 4 times (each has been for 2 months) and is currently in place until March 23, 2021. On May 17, 2020, Ottawa County Emergency Management also declared a state of emergency due to inland flooding near the Grand River.*

*Recent census reports indicate that 291,830 people choose to call Ottawa County home. From 2010 to 2019, Ottawa County's population increased by 10.6%; the fastest growing county in the State and still the eighth most populous county in Michigan. Over 50% of Ottawa County's population growth resulted from migration to the area. The non-seasonally adjusted unemployment rate for Ottawa County was 3.7% in December 2020, 3rd lowest unemployment in the State.*

*Since 2010, residential building permits have increased by 188%. The Taxable Value on the AdValorem Roll increased by 5.42%.*

*The General Fund Operations Tax Levy and the total of the operations levy and all special millages place Ottawa County as having the fifth-lowest property tax rate of Michigan's 83 counties. Ottawa voters approved a tax-limitation proposal in the General Election that will freeze the millage allocation for 10-years. This action also reset the County Operating Millage to 4.4400. In 2020, the Headlee Rollback reduced the maximum allowable millage from 4.4186 to 4.3814. The Board of Commissioners continued to levy 3.9 mills, committing .3 mill to pay down the unfunded 3 liability from the closed defined benefit plan. After the Headlee Rollback and committing a portion of millage, the Board levied .4814 mills or \$6.2 million less than the maximum allowable. The Financing Tools, a series of funds designed to smooth the impact of one-time expenses on the General Fund, saved taxpayers another \$1.3 million in 2020. Prudent cost allocation activity passed \$2.5 million of expense to state and federal grant programs.*

*The result of this activity is a strong financial position. Ottawa is one of four Michigan Counties to hold two triple-A credit ratings. These top scores allow Ottawa County, plus its local units of government, to borrow money for capital improvement projects with lower interest rates, saving taxpayer dollars.*

*2020 was a record-breaking year in many ways for the Register of Deeds office, with the foundation being laid in 2018 and 2019, as they increased the number of documents being recorded electronically by*

*a significant margin. Online recording of land records is more secure, more transparent and also offers a quicker turnaround time for customers. While they have seen a steady increase in electronic recording of documents over the past few years, 2020 not surprisingly saw the largest jump. 79% of all transactions were electronic in 2020, representing a 12% increase over 2019 and a nearly 44% increase since 2017.*

*Electronic recording proved a critical element in allowing the Register of Deeds office to function at full capacity during the height of the COVID-19 shutdown, including periods where other counties were not recording documents. While they continued to accept documents recorded by mail utilizing in-office team members, staff working from home were also able to securely accept electronic transactions, check for accuracy, index and officially record documents. This resulted in over 10,000 more transactions in 2020 than in 2019 (from 49,256 to 59,922). The Register of Deeds office receipted \$2,093,695.45 to the general fund in 2020 in County transfer tax alone. With nearly a full year of data now available for the “work from home” model, the Register of Deeds office has actually seen an increase in productivity and accuracy from March 1, 2020 to March 1, 2021.*

*IT has begun to refresh the County’s Network with improvements to WiFi capabilities. Significant strategic security improvements to both network and users have been deployed. Office 365 has been deployed to most of the County employees. Engagement with Office, OneDrive, Teams, SharePoint, and BI (Business Intelligence) are occurring. A user group has been established and meets to share how departments are leveraging these tools.*

*The County continued its goal of updating County facilities, including the renovation of the Ottawa County Health Administration and Environmental Health Office with furniture and lighting in an open-space concept. In addition, COVID-19 thrust Facilities into the spotlight by stepping up efforts to ensure all County facilities were cleaned and sanitized on a regular basis. Plexiglass barriers were installed to provide additional protection to employees and, with the considerable assistance from IT, equipment was updated to allow most meetings to be conducted virtually in an effort to control the spread of the coronavirus disease.*

*The County negotiated an Integrated Project Delivery (IPD) agreement with Granger Construction and DLZ Architects to design and construct the new Family Justice Center, which is a courthouse that will house Juvenile Court and Friend of the Court in the same building on the Fillmore Street Complex. This newer building method, in which the contractor, architect and key subcontractors work together from day one on the design and construction of the building, will result in a new building that will meet the County’s needs for many years at less cost than traditional building-delivery methods. This project could likely represent the first “true” IPD in the State of Michigan.*

*The County also provides strategic planning assistance, election support, training and other opportunities to local units of government. Intergovernmental, inter-sector collaborations will remain an area of growth for the County in the future.*

*In addition to continuing to provide assessing services for the City of Grand Haven, Blendon Township and Crockery Township, the County entered into a two-year agreement to provide assessing services for the City of Hudsonville.*

*2020 was a challenging year for the Ottawa County Sheriff's Office and for law enforcement nationwide with the global pandemic, community tensions and uncertainty. There were no polices or guidebooks for the ever changing COVID-19 issues and the multitude of changes that were commonplace throughout the year. Calls for service decreased during the initial on-set of the COVID-19 shut down. However, the Sheriff's Office did see an increase in domestic violence and fraud incidents in 2020.*

*The Sheriff's Office reviewed and adjusted operations to meet the everchanging challenges of 2020, all while continuing to provide professional and quality law enforcement for victims of crime and citizens. The Sheriff Office also made successful changes in the jail operations to provide a safe environment for the employees and citizens housed in the facilities. 90% of the policies and procedures have been updated for the road patrol and jail with completion of the remaining 10%, expected in March of 2021.*

*The Sheriff Reserve Program and the Sentence Work Abatement Program (SWAP), both highly successful in their day, were eliminated due to the external factors of limited staffing and increased liability.*

*Hiring during the past year was also a major focus. The Sheriff's Office saw several retirements and welcomed the addition of three new Lieutenants and clerical staff.*

*In December of 2020, the Sheriff announced that the agency would begin the complex procedure to have the Sheriff's Office become accredited through the Michigan Association of Chiefs of Police (MACP).*

*After many years of advocacy, Community Mental Health of Ottawa County (CMH) finally saw an increase and more equitable Medicaid funding in 2020. This, along with a revised distribution of State General Fund dollars, significantly improved CMH's financial status as well as stability for the Lakeshore Regional Entity (LRE). Millage funds and several new grants allowed CMH to expand services to more individuals and provide a wider safety net system in Ottawa County. As essential health workers, CMH Staff continuously provided services to consumers. The pandemic forced CMH to quickly adjust the service delivery model. Teams successfully implemented most of their programs via telehealth since March of 2020. The public mental health redesign effort, that was recommended by MDHHS in 2019, was placed on hold due to the focus on COVID-19 issues. It is unlikely that the future redesign efforts will include major changes to the system. However, there will be increased emphasis on accessibility, integrated health and accountability.*

*Across the County, broadband service remains inconsistent. To improve internet access for everyone, the County initiated a new Comprehensive Digital Inclusion Strategy. This four-phase plan seeks to establish affordable broadband access across all areas of the County and eventually West Michigan as a whole. Staff is on the cusp of selecting a vendor to spearhead data collection to determine the status of*



*broadband service and future demand. This will aid in the design and planning for an expanded broadband network to be built in anticipated conjunction with broadband service providers.*

*Ottawa County continues to address groundwater quality and quantity issues with the Groundwater Sustainability Initiative. In early 2020, the Proactive Strategies Index was adopted by the County Board of Commissioners. Many of the strategies within the Index were swiftly put into motion. In October, County Planners installed the first of many well monitoring systems to offer real-time observation of aquifer conditions and fluctuations in water levels. This data will be invaluable for long-range decision-making with respect to balancing continued growth and development in the County with available natural resources. County Planners also released an educational paper titled, "Rethinking the American Lawn" which explains the benefits of native plantings as an alternative to traditional, water-intensive turf grass.*

*Affordable housing continues to be a challenge in West Michigan, so the County reinitiated and relaunched the Ottawa County Housing Commission in early 2020. The Commission was recognized by HUD as an official Public Housing Agency (PHA) which will allow the County to secure funding and project-based vouchers to help facilitate the construction of more affordable housing options in the future. The Commission effectively partnered with multiple entities including HousingNext, Lakeshore Housing Alliance and Good Samaritan Ministries.*

*Through grants and programs, Ottawa County continued to seek innovative ways to spur economic growth while reviving blighted or other underutilized properties. In May of 2020, the County beat out 280 communities across the nation for a \$300,000 EPA Brownfield Redevelopment assistance grant. These funds, promoted by the Ottawa County Brownfield Redevelopment Authority (OCBRA) for environmental site assessment and cleanup planning, have already facilitated eight assessments and planning activities on four project sites. Since creating the Brownfield Incentive Program (BIP) back in 2019, OCBRA has supported four redevelopment projects with an estimated capital investment of \$6.75 million and has assisted two additional sites that are seeking developer interest. Additionally, OCBRA began capturing taxes on its fifth Brownfield Tax Increment Financing Plan. This TIF supports a multimillion-dollar redevelopment project expected to bring 75 new jobs to the Village of Spring Lake.*

*Ottawa County's Farmland Preservation Program protects a storied local industry that employs well over 9,000 people. Two farms were added to the 'preservation portfolio' this past fiscal year: a 168.2-acre Chester Township parcel owned by Jim Klein; and several parcels owned by the Kruithoff family totaling 148 acres in Wright and Chester townships.*

*2020 was also a big year for farmland preservation applications. The 2020 application period closed with a record nine submissions totaling 773 acres from five different townships. Fundraising and outreach are vital to the success of the Farmland Preservation Program. COVID19 derailed many events in 2020, but not the County's premier farmland preservation fundraiser and chefs' competition, Farms are the Tapas. With the public's safety in mind, the Agriculture Preservation Board and Farmland Preservation Program staff adjusted the format by partnering with an online auction and ticketing site, Event.Gives. Through*

*this web portal, the County sold tickets and ran a virtual silent auction. Despite lower total attendance due to Covid, the event raised \$19,136, \$611 more than 2019.*

*The County continued to improve and expand its non-motorized recreational trail network. After successfully securing funding from the Meijer Foundation in spring 2020, the 4.2-mile Spoonville Trail project pedaled its way toward the finish line. This brand-new paved pathway safely guides cyclists and walkers over the MDOT M-231 Grand River Bridge crossing, hugs the picturesque Terre Verde golf course, and ends in Nunica where it connects to the North Bank Trail. A cornerstone north-south connector in the County's trail network, Spoonville Trail enhances recreational opportunities for all.*

*During the pandemic, it was clear that the community re-connected to nature, venturing outdoors more often. Parks in Ottawa County, and across the nation, became essential to coping with the stress of the unknown. Google mobility data supported this observation, reporting increases in visits to parks in Ottawa County of over 450% during spring and summer months in 2020. Ottawa County Parks welcomed the large influx of visitors, acting quickly to reduce overflow parking, implement one-way trails, and create signage and media in order to minimize overcrowding.*

*The increase in park visitation was obvious along the Lake Michigan Coastal Greenway, with annual motor vehicle permit sales reaching over a half a million dollars. This supplemental revenue to the park's millage will be important not only to offset lost proceeds on facility reservations and program fees, but also to address the effects of rising lake levels on our lakeshore landscape. High water levels forced the removal of wooden access structures at Rosy Mound, Tunnel Park, and Kirk Park. Debris in the form of lumber continues to wash up on public beaches after every storm. In a collaborative effort to manage debris on Lake Michigan beaches and the Macatawa River watershed, Ottawa County Parks and Recreation formed a partnership with the Macatawa Area Coordinating Council and five other West Michigan partners to formally create the Lakeshore Cleanup Coalition. This group hosted clean up events in the Macatawa Greenway, and along the lakeshore where community members assisted with debris removal.*

*A formal master plan design process was completed for Ottawa Sands, a recent \$11 million property acquisition connecting thousands of acres of public land in the Grand Haven area. While major improvements are many years in the future, this park has the potential to be a recreational hub along the Lake Michigan coastal corridor, as well as the Grand River. Further south along the lakeshore, in Holland, the first full year of operation at the Ottawa Beach Marina on Lake Macatawa was successful.*

*Efforts by Macatawa Greenway partners continued to identify the next phase of the greenway project. This included work to acquire additional properties to accommodate route connections along the Macatawa River as well as working with key agencies to determine the feasibility of permitting trail access across key infrastructure barriers. These efforts are expected to be ongoing in 2021 with some hope for new acquisitions in the first of the year. The Bend Area Open Space in Jenison, a critical property in the Grand River Greenway was expanded not once, but twice to 421 acres. Progress on a key feature of the greenway, the Idema Explorers Trail, continued with the completion of a segment of trail*

*connecting the Jenison business district to the Bend Area, as well as a \$300,000 Michigan Natural Resources Trust Fund grant award to complete the crucial connection between Ottawa County trails and Kent County trails.*

*In addition to trail construction and planning, efforts in park restoration were also completed at one of Ottawa County Park's oldest properties, Riverside Park. Nearly 1,000' of Grand River shoreline was armored to protect from erosion. Both user access and bayou connectivity were also improved.*

*The Nature Center, located at Hemlock Crossing County Park, celebrated its 10th anniversary. While there wasn't a large gathering as planned, staff was able to adapt to new COVID-19 restrictions and continue to provide nature programs and activities to people of all ages – both 8 in-person and online. At the end of the year, the Ottawa County Parks Foundation announced their expansion of support to include community engagement and nature education. In 2020 alone, the foundation secured pledges for over \$600,000 for parks projects, including the Grand River Greenway.*

*The County continues to make progress in promoting a creative, innovative and problem-solving culture through fostering Toyota Kata (LEAN) and design thinking methodologies. Public Health continued to use scientific thinking to approach innovation throughout the pandemic. Ottawa County Community Mental Health (OCCMH) is applying kata in multiple programs, including the Access Center, which has made progress toward the goal of scheduling all psycho-social assessments within 14 days of the request and completing in under 200 minutes. OCCMH also used kata during the application submittal process to qualify as a Certified Community Behavioral Health Clinic (CCHB) provider to receive state funding for a total of \$4 million per year for 2 years. CMH will utilize the kata framework, in collaboration with the Lakeshore Regional Entity (LRE), to determine disparity and gaps in services based on populations served. OCCMH will teach kata and coordinate experiments with the five member LRE workgroup, five additional CMH organizations and seven counties.*

*Three additional skill development trainings continued in 2020 with 15 kata learners and coaches. A cross departmental team of five internal 2nd coaches was created to meet with teams monthly. Kata efforts were recognized annually by leadership and the Board of Commissioners.*

*Human Resources and the County Administrator's Office collaborated to deliver a virtual inperson Creativity Training, introducing kata and design thinking to 8 additional county staff. Training participants learned the Six Thinking Hats tool and familiarized themselves with other resources in the online Creativity Playbook. The playbook is a resource that allows users to download various tools with instructions. A Kata E-learning Training was also developed and piloted by 21 staff to share a fundamental knowledge and create awareness and excitement toward applying it to daily work.*

*An internal team used design thinking plays to construct and furnish an innovation room or design center. It was created as a unique, fun space to fuel creativity. This space will be used by teams learning and applying kata and design thinking to their work.*

*The County and the Michigan Lean Consortium co-hosted a Blending Design Thinking and Kata Workshop with 17 county staff attending. Participants learned about new problem-solving methods and design thinking tools that can be applied to daily work.*

*During Fiscal Year 2020, \$3,008,607 worth of services were transacted through the County's online services. By saving staff time required for over-the-counter transactions, online services provide an additional cost-avoidance benefit. This saves time for customers as well as allows access at a day and time convenient to them. In FY2019, the number of online transactions totaled 90,678. In typical years, Ottawa County charges a convenience fee for online transactions. Because office visits were restricted due to the COVID-19 pandemic, this fee was waived beginning in April 2020. As a result, the convenience fee revenue was down 43% over the fiscal year or \$58,000.*

*Transparent communication was a priority for both Ottawa County and for residents in FY2020. One of the primary avenues Ottawa County communicated was through GovDelivery, an email subscription system that began in July of 2015. The system allows subscribers to choose to receive news from over 200 different County topics and receive those messages daily or weekly. At the close of FY2020, a total of 46,605 residents were subscribed to receive news from Ottawa County, an increase of 8,467 from the close of FY2019. Last year, more than 2.9 million e-bulletins were delivered to subscribers. The number of subscribers skyrocketed since January 2021 as residents rushed the County for information about the COVID-19 vaccine.*

*In 2020, the Ottawa County Art Trust held its third juried exhibition, demonstrating the importance of creativity and culture to Ottawa County while preserving a legacy of assets for generations to come. A total of 46 entries were submitted to the exhibition by artists who live or work in Ottawa County. Of those entries, 11 works were selected and now part of the permanent collection.*

*ZenCity proved to be an important new tool since its implementation in the Spring of 2020, measuring feedback from a resident's perspective during the pandemic. The application collected thousands of resident-generated data points from a multitude of external and internal sources like social media, local news channels and more. With the use of advanced artificial intelligence, the data were classified and sorted in real-time to identify key topics, trends, anomalies and sentiment. ZenCity reports displayed meaningful and actionable insights about residents' needs and priorities. This tool enabled the County to monitor public conversations to better understand what was important to residents. Without this tool, this work would be impossible to do among other important duties.*

*Ottawa County was one of 25 West Michigan employers that participated in the HireReach program, a regional initiative which supports employers in piloting an evidence-based selection process. The process evaluates candidates holistically, targeting skills relevant to each job and reducing the potential for unconscious bias. Since launching the pilot program in 2019, the Ottawa County talent acquisition team has hired 32 employees utilizing this method.*

*In 2020, all seven bargaining agreements expired. The County was successful in ratifying all seven contracts. All groups, except the Juvenile Court, negotiated 3-year contracts, and they agreed to a 2-year contract. All hirings and trainings were moved to Zoom. The County was able to quickly secure a contract with KnowledgeCity for additional on-demand training course. In 2020, during the pandemic, over 2000 different trainings were taken which ranged from on-demand classes 10 such as Accountability at Work to multiple session courses like Emerging Leaders and Spanish. In addition, the County partnered with its Employee Assistance Program provider, Pine Rest to roll out on-line behavioral health courses which were run at full on-line capacity.*

*Robertson Brain Clinic's brain chemistry work, paid for by the Ottawa County Insurance Authority, was extended from the Sheriff's Office to Public Health, Mental Health and eventually to Juvenile staff.*

*In 2020 there were over 300 employee leaves processed due to COVID-19 in relation to the Emergency Paid Sick Leave and Emergency Family and Medical Leave Expansion Act. In addition, payroll was successful in the payment of COVID-19 hazard pay for both the Sheriff's Office and Public Health in accordance with federal stimulus monies.*

*2020 was the Diversity, Equity and Inclusion (DEI) Office's first full year in operation. Over 50 organizations have collaborated to promote and support the ongoing work of the DEI Office in Ottawa County, including the Community Foundation of the Holland/Zeeland Area, the Grand Haven Area Community Foundation, the Michigan West Coast Chamber of Commerce, the North Ottawa Wellness Foundation, Lakeshore Ethnic Diversity Alliance, Gentex Corporation, Herman Miller Cares, and Hope College. The DEI Office also convened local municipalities, townships and villages to form Learning Communities of Practices and will implement GARE racial equity toolkits and equity plans.*

*The DEI Office partnered to secure four important grants including the SAMHSA's Gains Center National Drug Court Institute Training Grant on Equity in Recovery Courts and services, the Michigan Department of Health and Human Services Grant to support the implementation of a Migrant Health survey, the Community Foundation of Holland/Zeeland Area for Racial Equity work and the Gateways for Growth Research Grant.*

*Continuing efforts from 2019, the DEI Office worked alongside Inclusive Performance Strategies to create and rollout a DEI Strategic Framework in Ottawa County. In the March of 2020, the Ottawa County Diversity, Equity and Inclusion Workgroup was formed. The workgroup consisted of 15 County employees across different departments and levels of leadership to assist the DEI Office in providing feedback during the document audit and to ensure participation in assessment activities is diverse and well represented. This group played an integral role in the creation of a Diversity, Equity and Inclusion Strategy.*

*In June of 2020, the DEI Office hosted an Ottawa County employee Brown Bag Panel with County Administrator Al Vanderberg, Sheriff Steve Kempker, CIC Chair/Community Health Worker Judy Kettering, HR Manager Sarah Allen, Bob VandePol from Pine Rest, and DEI Office Director Robyn Afrik. 90 employees participated in the event. The panel was curated in response to the circumstances*



*surrounding George Floyd and allowed employees to hear from leaders about their response and to ask questions regarding the aftermath of the tragic events.*

*In the Fall of 2020, the DEI Office collaborated with the Cultural Intelligence Committee (CIC) and the City of Holland to host the 5th Annual Diversity Forum virtually due to the pandemic. Feedback from forum showed that 95% of participants learned something new, 88% increased their knowledge of DEI, 85% felt the forum increased their individual responsibility to create DEI upon the conclusion of the event and 85% gained resources and tools that will help them in their DEI work.*

*The County experienced perhaps the largest attendance for public comment in 2020 when approximately 430 residents, from Ottawa County and many from Muskegon County appeared in a Board meeting to speak their opinion regarding whether the Ottawa County Board should vote to continue to accept refugees per a Presidential Executive Order requiring counties to make this decision. About two-thirds of the group spoke in favor of continuing to allow refugees settlement in Ottawa County. With a year of hindsight, it is clear that none of the problems anticipated ever materialized and that the refugee resettlement program occurred as it did for the previous 40 years.*

*2020 was a very difficult year for everyone. Ottawa County experienced Lake Michigan shoreline erosion, COVID-19, flooding in areas of the County that never experienced it before, and fallout from the death of George Floyd. Ottawa County services continued during the pandemic and Ottawa County employees and the Ottawa County organization proved to be very resilient throughout and I am very proud of both.*

*As COVID-19 winds down we are evaluating short- and long-term impacts on how we operate and the federal funding status. Ottawa County faced three lawsuits filed in Federal District Court including one that was appealed to the US Circuit of Appeals in Cincinnati over COVID-19 issues. The County was dismissed from one case and prevailed at each stage of the other two cases that have occurred thus far.*

*2021 is already shaping up to be a better year. I look forward to continuing the great service provision and continuous improvement in everything we do; and in navigating whatever challenges come our way in 2021. The top 10 issues to watch include:*

- 1. Creation of formal Groundwater Board*
- 2. Immigration population impacts on economy (DEI's G4G Grant)*
- 3. Utilization of Self-service kiosks at the Clerk's Office*
- 4. Continued Progress on the Justice Center*
- 5. 2020 Census Results and Board of Commissioners Redistricting*
- 6. Implementation of DEI Strategies*
- 7. Complete and Use Innovation Room*
- 8. CMHOC becoming a Certified Community Behavioral Health Clinic (CCBHC)*
- 9. Customer Service Recharge Series<sup>12</sup>*
- 10. Southwest Ottawa Landfill*

*These issues are not in order of importance, as they are all important.*

*I am honored to serve a County Board of Commissioners that is dedicated to providing high quality services, keeping the cost of government low, removing future problems before they occur and that supports innovation and doing things differently when it can be justified.*

*Thank you!"*

2. Ottawa County Department of Health and Human Services 2020 Annual Report – Kendra Spanjer, DHHS Director, presented the Department of Health and Human Services 2020 Annual Report.
3. Ottawa County Innovation and Technology 2020 Annual Report – Paul Klimas, Innovation and Technology Director, presented the Ottawa County Innovation and Technology 2020 Annual Report.
4. Ottawa County Community Action Agency 2020 Annual Report – Jennifer Brozowski, CAA Program Director, presented the Ottawa Count Community Action Agency 2020 Annual Report.

B/C 20-061 Joseph Baumann moved to adjourn at 4:04 p.m. subject to the call of the Chair. The motion passed.

JUSTIN F. ROEBUCK, Clerk/Register  
Of the Board of Commissioners

ROGER A. BERGMAN, Chairman  
Of the Board of Commissioners

**PROPOSED  
PROCEEDINGS OF THE OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
MARCH SESSION – WORK SESSION**

The Ottawa County Board of Commissioners met on Tuesday, March 9, 2021, at 4:05 p.m. and was called to order by the Chair.

Present at roll call: Francisco Garcia, Joseph Baumann, Douglas Zylstra (by zoom), Allen Dannenberg, Randall Meppelink (by zoom), Kyle Terpstra (by zoom), James Holtvluwer (by zoom), Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

Public Comments and Communications from Staff

A public comment was made by:

1. Becky Mulder, 1587 Rebecca Run, Hudsonville, MI

Work Session Items

A. Digital Inclusion Strategy – Paul Sachs, Planning & Performance Improvement Director, presented a power point presentation on Digital Inclusion Strategy. He presented a brief history of what the County has done over the years for the internet connectivity for businesses and residents. Action needs to be taken at the local level and determined how to address the issues. Paul presented the Ottawa County’s Digital Inclusion Strategy:

- Phase 1 – Data Collection and Analysis
- Phase 2 – Solutions Deployment Plan
- Phase 3 – Intermediary Solutions Deployment
- Phase 4 – On-going Transformation

B/C 21-062 Philip Kuyers moved to adjourn at 4:54 p.m. subject to the call of the Chair. The motion passed.

JUSTIN F. ROEBUCK, Clerk/Register  
Of the Board of Commissioners

ROGER A. BERGMAN, Chairman  
Of the Board of Commissioners

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/23/2021

**Requesting Department:** Administrator's Office

**Submitted By:** Doug Van Essen

**Agenda Item:** Declaration of a Local State of Emergency Resolution

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to extend a State of Emergency within Ottawa County due to the COVID-19 pandemic.

## Summary of Request:

As you recall, the Board of Commissioners adopted a resolution to declare a local State of Emergency at its meeting on March 24, 2020. While there has been progress in responding to the COVID-19 pandemic, there is still the need to take local actions in order to respond to the rapidly changing challenges posed by this pandemic. As you know, a County declaration provides legitimacy to some of the optional local actions that we have taken, including some emergency spending, closing our buildings to the walk-in public, etc. It paves the way for the County Administrator to take emergency actions to deploy County workers to group homes or change job descriptions to alter duties temporarily. I have protected the role of the Board of Commissioners and public transparency by requiring the County Administrator to make a list of measures he is taking under this authority and report it to you.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



Ottawa County

Erdug# #F rp p lwrqhu#

Roger A. Bergman  
Chairperson

Matthew R. Fenske  
Vice-Chairperson

## Sixth Extension--Declaration of a Local "State of Emergency"

To: Commanding Officer – Emergency Management and Homeland Security Division, MSP  
District 6 Emergency Management and Homeland Security Division Coordinator

**WHEREAS**, on Tuesday, March 24, 2020, the Ottawa County Board of Commissioners ("Board") declared a state of emergency within Ottawa County under Section 10 of 1976 PA 390, as amended, which is also known as the Emergency Management Act, due to the community spread of the COVID 19 virus within the County (hereinafter "Original County COVID Declaration") as reflected in increased COVID 19 confirmed cases;

**WHEREAS**, the Original County COVID Declaration delegated authority to the Ottawa County Administrator to mitigate the transmission of the COVID 19 virus among County funded staff, including but not limited to the power to restrict access to County buildings, to exercise management rights to alter the terms and conditions of employment by, among other things, authorizing stay-at-home, work-at-home and work by public appointment provisions for county funded employees and/or certain sick time, comp time and other adjustments in schedule or benefits in order to balance the maintenance of necessary governmental activities with protection of the County workforce;

**WHEREAS**, the Original County COVID Declaration expired by its terms on May 26, 2020 unless extended by the Board, which it did on that date through a First Extension, which expired by its terms at 5:00 p.m. July 28, 2020 and was extended on that date until September 29, 2020 (Second Extension) and was extended on that date to November 24, 2020 (Third Extension) and was extended on that date until January 26, 2021 (Fourth Extension) and was extended until March 23, 2021 (Fifth Extension);

**WHEREAS**, although the community spread of COVID 19 has dramatically slowed, the potential for a spike due to COVID 19 variants remains a concern and continuing County COVID services and building and work restrictions remain exigent;

**WHEREAS**, various local units of government have requested that the Board of Commissioners continue the local emergency declaration because it allows them to hold virtual meetings in full or in part under Michigan's Open Meetings Act;

**THEREFORE, BE IT RESOLVED**, that the Board hereby extends the COVID Declaration in accordance with Section 10 of 1976 PA 390, as amended, because a "state of emergency" continues to exist within its jurisdiction; the response and recovery elements of the County's emergency operations plan remain

Francisco C. Garcia Joseph S. Baumann Douglas R. Zylstra Allen Dannenberg Randall J. Meppelink  
Kyle J. Terpstra James H. Holtvluwer Philip D. Kuyers Gregory J. DeJong

12220 Fillmore Street | West Olive, Michigan 49460 | 616-738-4898 | miOttawa.org



active and needed; and local resources continue to be needed to the fullest possible extent to abate the spread of COVID 19 within Ottawa County and encourage vaccination distribution;

**BE IT FURTHER RESOLVED**, that the Board authorizes the Ottawa County Administrator to impose, modify, or authorize exceptions to, any existing County policy or established practice as necessary to respond to the COVID-19 virus, including but not limited to strategies to reduce transmission among staff, protect people at higher risk for adverse health complications, and to balance the maintenance of essential and necessary governmental operations and services while minimizing the spread of the virus and the negative impacts to county residents. These powers include but are not limited to restricting access to facilities, reassigning employment duties, authorizing county funded work from remote locations, waiving or reducing certain approved county fees to the public, as well as making necessary emergency expenditures to acquire necessary facilities or supplies. The Administrator must document and report all such measures taken to the Board, which retains control to reverse or modify any such measures;

**BE IT FURTHER RESOLVED** that due to the prolonged nature of pandemic public health incidents, this state of emergency shall remain in effect within Ottawa County until Tuesday, May 25, 2021 at 5:00 p.m. or until such time as the Board acts to terminate or extend the state of emergency;

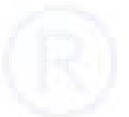
**BE IT FURTHER RESOLVED** that nothing herein shall be construed as affecting or restricting any activity within Ottawa County outside of County governmental operations and, indeed, the Board encourages State of Michigan officials to facilitate the prudent, safe reopening of community and private sector activities so as to lessen the social and economic burdens of the pandemic.

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Justin F. Roebuck  
Ottawa County Clerk

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Roger A. Bergman, Chairperson  
Ottawa County Board of Commissioners



# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	03/23/2021
<b>Requesting Department:</b>	Fiscal Services
<b>Submitted By:</b>	Karen Karasinski
<b>Agenda Item:</b>	Accounts Payable for March 1 - 12, 2021

**Suggested Motion:**

To approve the general claims in the amount of \$6,068,441.87 as presented by the summary report for March 1-12, 2021.

**Summary of Request:**

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

**Financial Information:**

Total Cost: \$6,068,441.87	General Fund Cost: \$6,068,441.87	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.

**Objective:** Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator:

Committee/Governing/Advisory Board Approval Date: Board of Commissioners

**Total CHECKS | EFTs | WIRES**



**Ottawa County**  
Where You Belong.

Dates: March 1, 2021  
to March 12, 2021

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

**\$6,068,441.87**

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**1,054 INVOICES**  
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**6,068,441.87**  
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Karen Karasinski  
Fiscal Services Director

Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, March 23, 2021

Roger Bergman, Chairperson  
Board of Commissioners

Justin Roebuck  
Clerk/Register of Deeds

## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong.

Dates: March 1, 2021  
to March 12, 2021

Total of all funds: **\$6,068,441.87**

0000	TREASURY FUND	11,000.90
1010	GENERAL FUND	2,605,661.87
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	169,181.31
2160	FRIEND OF COURT	9,175.57
2180	OTHER GOVERNMENTAL GRANTS	61,057.44
2210	HEALTH	92,710.28
2220	MENTAL HEALTH	878,478.41
2221	MENTAL HEALTH MILLAGE	25,122.57
2225	SUBSTANCE USE DISORDER	54,434.91
2271	SOLID WASTE CLEAN-UP	0.00
2272	LANDFILL TIPPING FEES	6,674.11
2340	FARMLAND PRESERVATION	178.56
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	17,210.00
2600	PUBLIC DEFENDERS OFFICE	20,872.02
2620	FEDERAL FOREITURE	0.00
2602	WEMET	34,201.86
2630	SHERIFF GRANTS & CONTRACTS	33,729.10
2631	CONCEALED PISTOL LICENSING	66.00
2901	DEPT OF HUMAN SERVICES	140.00
2920	CHILD CARE - PROBATE	105,717.95
2970	DB/DC CONVERSION	0.00

## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong.

Dates: March 1, 2021

to March 12, 2021

Total of all funds: **\$6,068,441.87**

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	115,027.18
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	2,560.00
5160	DELINQUENT TAXES	28.18
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	34,809.92
6450	DUPLICATING	31.25
6550	TELECOMMUNICATIONS	9,505.28
6641	EQUIPMENT POOL	98,414.15
6770	PROTECTED SELF-FUNDED INSURANCE	10,108.16
6771	EMPLOYEE BENEFITS	10,834.88
6772	PROTECTED SELF-FUNDED UNEMPL INS.	4,568.35
6775	LONG-TERM DISABILITY INSURANCE	0.00
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	0.00
7010	TRUST & AGENCY	1,231,179.36
7015	TRUST & AGENCY JUVENILE COURT	1,800.00
7040	IMPREST PAYROLL	165,539.51
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	0.00
8010	SPECIAL ASSESS. DRAINS	249,466.14
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	8,956.65



# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	03/23/2021
<b>Requesting Department:</b>	Michigan State University Extension
<b>Submitted By:</b>	Regina MacMillan
<b>Agenda Item:</b>	Michigan State University Extension 2020 Annual Report

**Suggested Motion:**

To receive for information the Michigan State University Extension 2020 Annual Report.

**Summary of Request:**

In accordance with the 2021 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

**Objective:** Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:



# Ottawa County

## 2020 ANNUAL REPORT

### BY THE NUMBERS



4,604 Ottawa County youth participated in 4-H youth programming



488 Ottawa County adults and youth benefited from health and nutrition programs



465 Ottawa County residents participated in agriculture or agribusiness related workshops or sessions



1,148 Ottawa County families utilized the MSU Extension Remote Learning resources website



44,408 MSU Extension webpage visits from Ottawa County residents

### MESSAGE FROM THE DISTRICT DIRECTOR

Once again I am delighted to share the results of another successful year of partnership between Ottawa County and Michigan State University (MSU) Extension. Because of your continued support, we've been able to make a difference in the lives of youth, families, businesses, and communities.



The 2020 programming year has been like none other. As the novel coronavirus entered Michigan and the state put protections in place in the form of the Stay Home, Stay Safe order, MSU Extension staff went to work to adapt their classes to a virtual setting. Within a week, MSU Extension launched the Remote Learning and Resources website and set to work to create resources that individuals, businesses and families needed. MSU Extension is proud to have continued its strong partnership with Ottawa County.

Local MSU Extension staff and the statewide network of Educators provided information and expertise to local farmers, government officials, local and state employees, as well as, county youth and adult residents. This annual report gives examples of some of MSU Extension's accomplishments and the impact that we continue to have in the County. Thank you for the opportunity to share our most valuable resource – our people who strive to provide answers to questions that help solve real problems right here in Ottawa County.

Our partnership with you makes this all possible. On behalf of the MSU Extension team serving Ottawa County, thank you for another great year. We look forward to your continued support and hope you'll be able to join us during one of our upcoming programs.

Erin Moore, District 7 Director

# Program Highlights

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Wade Syers, joined the MSU Food Safety team this year and looks forward to growing partnerships in Ottawa County.



Learning lessons for healthy eating habits are invaluable and strengthen the foundation for a healthy lifestyle.



Community Nutrition Instructor, Christian Kleinjans, teaches youth skills in the kitchen and the importance of healthy choices by using the portable kitchen at Holland Middle School.

## FOOD SAFETY

In 2020, MSU Extension brought on a new Food Safety Educator. Starting only a month before the state went into the Stay Home, Stay Safe order, Wade Syers was able to quickly adjust programming to an online setting. In Ottawa County, over 120 Ottawa County residents took advantage of the different courses that the Food Safety team had to offer. These course included cottage food law, cooking for crowds, waste reduction through freezing and, the most popular of all, home food preservation. With more time at home, Michiganders set out to preserve more of their summer harvest. The series brought over 3,800 residents of Michigan to its sessions.

## SHOW ME NUTRITION

While 2020 brought new challenges for the cooking demonstrations run by our nutrition team, their passion for service did not falter. In 2020, Christian Kleinjans and Amy Prins served over 350 Ottawa County residents with nutrition education. Partners included Harbor House, Goodwill, Georgetown Senior Center, Love Inc., and Ottawa Area Integrated School District. During the year, MSU Extension adapted these nutrition programs to a virtual format. They were able to promote their programs to multiple partners through case coordinator meetings, Ottawa Food, and the Loutit District Library.

## VIRTUAL SUCCESS STORY

One virtual success was when Community Nutrition Instructor Christian Kleinjans was able to successfully virtually train a crew of six middle school students on how to use and maintain the portable kitchen that MSU Extension assisted Holland Middle School in acquiring. Christian took these students from being quite raw in the kitchen, to doing presentations and food demonstrations for their peers! The students went on to train their peers with what they had learned. Not only was this an opportunity for the six students to practice their leadership skills, but the impact of this has the potential to effect all 250+ students in the school!



# Program Highlights

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## GREENHOUSE INDUSTRY

Greenhouses were presented with tough challenges in 2020. Although the production and maintenance of plant material was allowed under the "Stay Home, Stay Safe" order, wholesale and retail greenhouses were prohibited from selling product. Mid-March through June is a peak production period and their time is consumed by crop management and shipping activities. The MSUE ornamental horticulture team sought to preserve the industry by providing factually-supported information and recommendations that prioritized employee and consumer safety, promoting an empathetic social media marketing and communications strategy for retailers.



MSU Extension's educational and applied research programs help improve greenhouse crop production and business management by providing trusted information.

## APICULTURE EDUCATION

The MSUE Apiculture Team delivered a series of webinars for new and experienced beekeepers. The group reached over 2,000 people across the state of Michigan, including 113 in Ottawa County. The team covered topics such as preparing for swarm season, early season management, and first year colonies. MSUE provides robust education on beekeeping. The College of Natural Science runs the Michigan Pollinator Initiative which houses many resources for experienced and aspiring beekeepers. Additionally, all the MSUE webinars are housed with the initiative to provide continual and ongoing education for the growing interest in beekeeping.



MSU Extension Veteran Liaison, Adam Ingrao, holding up a hive. To access, please visit: <https://pollinators.msu.edu/resources/beekeepers/>

## ADULTING 101

Adulting 101 programming allows youth and young adults to gain skills and knowledge of useful information that will help them to be successful in an everchanging world. This exciting series of Adulting 101 was offered for high school youth and with topics that included Household Tasks, Developing a Spending Plan, Cooking 101, Debt vs. Credit and Being an Informed Renter. This webinar series had multiple states represented with over 1,000 registrations and 20 Ottawa County residents participating. This program will continue to expand in 2021 and we look forward to continuing to prepare young people in our community for success with vital life skills.



The Adulting 101 program accommodated the need to offer this series via zoom. MSU Extension was able to reach young people in Ottawa County as well as in other states.

# Featured County Story: Ottawa County Virtual 4-H Fair

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With the cancellation of the Berlin Fair due to COVID-19, it was important to both the 4-H community and the fair board to provide an opportunity for youth to be able to showcase their 4-H projects. The 2020 Ottawa County 4-H Virtual Showcase - Berlin Fair took place from July 6-11. Over 225 virtual entries were submitted where youth could receive feedback from judges and receive awards for their projects. In addition to offering the virtual show, Ottawa County 4-H was the first county 4-H program in Michigan to provide the virtual auction offered and run by MSU Extension. Through the auction, 4-H youth sold their projects for a combined total of over \$26,000.

The Ottawa County 4-H Virtual Showcase was truly a partnership between 4-H Volunteers, the Berlin Fair Board and the MSU Extension Ottawa County 4-H staff. Many 4-H volunteers dedicated numerous hours helping to build the virtual platform and getting it ready for 4-H youth. Collectively, all parties involved helped to create a successful event for the youth of the Ottawa County 4-H program.

Stephanie Nelson, a mother of a 4-H participant said “I am a nurse who has been working crazy hours and my kids having something to work towards has been a blessing. I feel this was the true spirit of 4-H.”





# Program Highlights



4-H is Michigan's largest youth development program serving over 200,000 youth each year.



This project allows Michigan anglers the opportunity to share information on the balance of stocked and wild fish showing up in the catch to researchers.



MSU Extension provides tools to help parents and caregivers get children ready for school and offer programs that promote social and emotional health in young children.

## 4-H LIVESTOCK LEARNING

Livestock Learning for the Ottawa 4-H youth was scheduled to take place in-person in the spring of 2020. As always, our 4-H community rose and met the challenges of 2020 with the same dedication and spirit as reflected in previous years of participation. 4-H leaders and educators were committed to offering programming to our Ottawa County youth and quickly adapted the training to virtual. There were 7 hour long sessions in total with 21 Ottawa County 4-H members attending. Topics included nutrition, showmanship, biosecurity, selection and daily care. 4-H participants throughout the state, moved through the year with resilience and adjusted to new virtual learning opportunities.

## STEELHEAD PROJECT

The DNR has been marking all stocked fish since 2018. Tracking those fish is an important step in learning more about the health of our Michigan rivers and Great Lakes as well as the balance between stocked and wild fish. In 2020, MSU Extension educated anglers on how to use the Great Lakes Angler Diary. The diary is a joint effort by MSU, Michigan Sea Grant and the Detroit Area Steelheaders. This project allows Michigan anglers an opportunity to provide important information on stocked and wild fish by registering and recording their catches in the diary.

## PARENTING EDUCATION

While there were many downsides to pandemic programming, the lack of geographic boundaries offered some upsides as well. In 2020, Ottawa County residents were able to access parenting courses that were originally only available in a face-to-face format. As these courses were adapted to a virtual setting, they became a popular option for parents, and childcare settings. Ottawa County residents took courses in "Building Early Emotional Skills (BEES)" as well as the "Guiding Principles for Highly Successful Parenting" series. In total, 23 people from Ottawa took these courses. These trainings will continue to be offered virtually.

# Program Highlights

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## MASTER GARDENER

The MSU Extension Master Gardener Training Program is a long standing program that trains Michigan residents to share science-based, environmentally-sound gardening knowledge. In 2020, Ottawa County hosted its first training, which was made virtual due to the pandemic. Educators from around the state stepped up to teach the various classes virtually. These sessions included plant science, soil science, integrated pest management, and water quality among others. The 2020 Ottawa County Extension Master Gardener Program had 30 participants who participated via the virtual format, 16 of which reside in Ottawa County.



Ottawa County is the home to a variety of beautiful gardens with residents learning from MSU Extension experts.

## FINANCE AND HOMEBUYER EDUCATION

It was an economically tough year for many. In 2020, MSU Extension offered courses in financial management as well as homebuyer education. Ottawa residents took advantage of classes such as informed renter, money management, credit craze, tips for successful savings, retire on track and student loans. In all, 43 residents of Ottawa County took advantage of these courses. To learn more about the program offerings of the FHE team, please visit: [mimoneyhealth.org](http://mimoneyhealth.org)



MSU Extension provides resources and education on money management, foreclosure prevention, buying your own home, retirement planning and more.

## SMALL FRUIT EDUCATION

The MSUE Small Fruit Team hosted a total of three webinar series to update local growers on issues related to the early portion of the blueberry season. These webinars delivered information on research and extension subjects of interest during the pre-bloom, bloom and pre-harvest period. Topics ranged from Michigan pollinator protection plans and guidelines to insect pests and diseases. An exciting addition to the webinar was Dr. Marisol Quintanilla-Tornel, an MSU Entomology Nematologist. Dr. Quintanilla-Tornel provided direct assistance to the Michigan blueberry industry, specifically around nematodes. Nematodes are a serious problem of blueberries. In total, 60 Ottawa County growers participated in this series.



Michigan blueberry growers produce about 100 million pounds of blueberries every year, making Michigan a leader in blueberry production.



# Program Highlights

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MSU Extension has a menu of programs that offer education in mental health awareness, anger management and reducing stress.



Michigan Water School helps elected and officials increase their knowledge about water management and gain access to tools and resources to help impact their local economy.



Please visit: <https://www.canr.msu.edu/agriculture/Rapid-Response-for-Agriculture/covid-19-pandemic-response-for-agriculture>

## SOCIAL & EMOTIONAL HEALTH

The need to work from home and keep our distance from others has put a strain on everyone's mental health. MSUE is very proud to have offered mindfulness, anger management and caregiver training to Michigan residents. Within a week of the Stay Home, Stay Safe state order, Holly Tiret, MSUE Educator, was teaching virtual Mindfulness classes to not only residents of Ottawa County and Michigan but also reached participants around the country and even abroad. Her classes in breathing, laughter and anger management have been met with great success. In Ottawa County, 182 residents took advantage of classes such as Relax: Alternatives to Anger classes and Mindfulness. Overall, these classes reached over 3,000 Michigan residents.

## MICHIGAN WATER SCHOOL

2020 saw the launch of the MSU Extension Water School. This program is policy-neutral, fact-based and designed to provide local decision-makers, appointed and elected officials, and municipal staff with critical, relevant information needed to understand Michigan's water resources. Topics covered include the fundamentals of water science, how to support sound water management decisions and awareness of current and future local and state water issues. The program had 116 registrants with 16 identifying as Ottawa County residents.

## RAPID RESPONSE TO AGRICULTURE

At the onset of the pandemic in 2020, there were many unknowns in the Agriculture Sector. MSU Extension went to work to develop a resource page that housed a COVID-19 response for Ag producers. This resource page became a one stop place for Ottawa County farmers to learn how to adapt their businesses in the pandemic. Topics included translated information for the workers about stopping the spread, housing information for incoming migrant workers, a risk reduction tool, loan information and interpretation among many other issues.



## MSU Extension staff located in Ottawa County

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Marial Borgman	Community Foods Educator	989-506-3922	mborgm@msu.edu
Katelyn Brolick	Sea Grant Support	616-994-4542	brolickk@msu.edu
Carlos Garcia-Salazar	Small Fruit Educator	616-994-4545	garcias4@msu.edu
Charles Gould	Renewable Energy Educator	616-994-4547	gouldm@msu.edu
Jane Gould	Program Support Staff	616-994-4548	jagould@msu.edu
Melissa Haug	4-H Program Coordinator	616-994-4582	haugmeli@msu.edu
Kelli Headley	Senior Extension Clerk	616-994-4544	kelli.headley@affiliate.msu.edu
Christian Kleinjans	Community Nutrition Instructor	616-994-4549	kleinj22@msu.edu
Heidi Lindberg	Greenhouse & Nursery Educator	616-994-4701	wollaege@msu.edu
Martin Mangual	Dairy Educator	616-994-4581	carrasq1@msu.edu
Erin Moore	District 7 Director	616-994-4573	mooree16@msu.edu
Daniel O'Keefe	Sea Grant Educator	616-994-4572	okeefed@msu.edu
Amy Prins	Community Nutrition Instructor	616-994-4541	prinsamy@msu.edu
Angela Van Order	Master Gardener Program	616-994-4580	vanorde7@msu.edu

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**Through successful partnership and collaboration with Ottawa County, MSU Extension is able to continue its local presence and to provide vital educational resources and programming in such areas as community and economic development, agriculture, land use, health and nutrition, and youth development.**

**Thank you Ottawa County!**



**MISSION:**

**Michigan State University Extension helps people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities.**

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# Action Request



<b>Committee:</b> Board of Commissioners	<input type="text"/>
<b>Meeting Date:</b> 03/23/2021	
<b>Requesting Department:</b> Planning & Performance Improvement	
<b>Submitted By:</b> Paul Sachs	
<b>Agenda Item:</b> Agricultural Economic Development Plan	

## Suggested Motion:

To approve and forward to the Board of Commissioners a Resolution of support for the Ottawa County Focus on Agriculture Plan.

## Summary of Request:

Ottawa County ranks 3rd in the State in agricultural production, using more migrant labor than any other county in Michigan to harvest very diverse array of agricultural items. However, the County lost 17% of its farms from 2012 to 2017 (2017 Ag Census data). Continued losses of this magnitude will negatively affect Ottawa County's economy.

In 2019, the Planning and Performance Improvement Department, in partnership with Ottawa County Farm Bureau, surveyed over 1,600 Ottawa County farmers and farmland owners to identify ways to curtail the loss of farms, farmers, and farmland in our County. This survey data was used to develop the Ottawa County Focus on Agriculture Plan, an action plan that aims to support the County's agricultural economy.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

## Action is Related to Strategic Plan:

**Goal:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

**Objective:** Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee

03/16/2021

COUNTY OF OTTAWA  
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners, held at the Fillmore Complex in the Township of Olive, Michigan on March 23, 2021 at 1:30 p.m. local time.

PRESENT: Commissioners \_\_\_\_\_

\_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS it is the goal of the Ottawa County Board of Commissioners to contribute to the long-term economic, social and environmental health of the County; and

WHEREAS agriculture is an economic driver in the County, ranking in the top three counties for Market Value of Agricultural Products sold since 1978; and

WHEREAS the County lost 17% of its farms and 8% of its farmland between 2012 and 2017; and

WHEREAS nearly 30% of farmers in the County are over the age of 65 years old; and

WHEREAS the County is currently the fastest growing county in the State, and the 8<sup>th</sup> most populous; and

WHEREAS Ottawa County personnel has developed a series of strategies to curtail the loss of farms, farmers, and farmland, entitled "Focus on Agriculture: A plan to enhance and support the ag industry in Ottawa County" (Exhibit A); and

WHEREAS key stakeholders in agriculture, economic development, and community leadership have shown their support for this plan by adding their names to a Memorandum of Support (Exhibit B);

NOW THEREFORE IT BE RESOLVED that the Ottawa County Board of Commissioners endorses and pledges to support, within its resource limitations, the efforts of Ottawa County personnel and their partners to implement strategies to curtail the loss of farms, farmers, and farmland, including those enumerated in “Focus on Agriculture: A plan to enhance and support the ag industry in Ottawa County”.

YEAS: Commissioners \_\_\_\_\_

\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Roger A. Bergman  
Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
Ottawa County Clerk/Register

Exhibit A

*F o c u s   o n*

# A G R I C U L T U R E

e n h a n c e   |   s u p p o r t   |   p r o t e c t



Ottawa County

*Farm Where You Belong*

**Ottawa County agriculture** generates \$506 million annually in market value of products sold (2017 Ag Census). Ottawa is the third highest producing county behind Huron and Allegan counties. Our robust farming industry creates resiliency in food security during times of crisis. It anchors our rural character and beautiful landscapes. It offsets costs of community services in rural areas. And it is worthy of economic development efforts just as manufacturing, tourism, and other traditional industries receive. From 2012 to 2017, Ottawa County experienced the loss of 17% of our farms, and an 8% decrease in the amount of land in farms. Continued losses of this magnitude will negatively impact Ottawa County's economy.

**The purpose** of this document is to establish an economic development action plan that targets some of the challenges our local agriculture industry is experiencing in order to slow the loss of farms and farmland. The basis of this plan is a survey of agricultural landowners that was administered in early 2019, with the partnership of the Ottawa County Farm Bureau. The survey was designed to gather the perspectives of Ottawa County agricultural landowners and producers about how best to protect farmland in Ottawa County, and, by extension, our local farming industry. The results and recommendations derived from the survey responses are included in this plan as Exhibit A. This plan also helps to achieve certain outcomes set forth in the 2020-2021 Ottawa County Board of Commissioners Strategic Business Plan, specifically Objectives 1 and 3 of Goal 2 (see Exhibit B).

**Focus areas**, identified through the survey, are included in this plan. Each of the four focus areas offers a number of specific actions that the County, with the help of partners, can undertake that will help curtail the loss of farms, farmers, and farmland. This plan is a multi-year, adaptive guidance document. It is intended to be administered by the Ottawa County Economic Development Coordinator through the Planning and Performance Improvement Department (PPID) and supported by other County staff, agencies, non-profits, and the private sector.

**Support** for this plan has been secured from Ottawa County agencies and farmers, as shown in the Memorandum of Support attached as Exhibit C. Progress will be tracked as a part of the Ottawa County Economic Development Coordinator's Annual Performance Measures and summarized in an Annual Report provided to the Ottawa County Board of Commissioners, as well as on a dashboard to be located on the Ottawa County web page.

Click the Focus Area below to go directly to that section:

[SUCCESSION PLANNING](#)

[COMPREHENSIVE LAND USE VISION](#)

[ECONOMIC VIABILITY](#)

[AGRICULTURAL EASEMENTS](#)

## Focus Area 1: SUCCESSION PLANNING

*78% of Ottawa County Survey respondents agreed that succession planning efforts can help preserve farmland that is essential to Ottawa County's agriculture industry*

### A. Incentive Pilot

To increase the number of current farmers that have a succession plan in place, an incentive program will be piloted. Components of this pilot could include:

- A private sector partner to assist with the pilot
- Grant funding to provide a financial incentive to farmers who complete a succession plan
- Connect and/or launch this pilot as a part of Michigan Farm Bureau's Taking Root 2021 event

Estimated Completion Date: 2/28/2021

### B. Private Sector Partnerships

Many of the currently available succession planning resources for farmers originate from governmental agencies or academia, such as USDA, MDARD, MSUE, etc. Creating stronger engagement with private sector service providers who value ag creates a more direct link between the farmers and the services they require for succession planning. This can be achieved by soliciting their participation and sponsorship at events and/or including them on our County [resource page](#). Below are some examples of companies that could be partners:

- McShane & Bowie PLC
- Varnum Law
- DeBoer, Baumann & Company PLC
- Value Midwest Appraisers

Estimated Completion Date: ongoing

### C. Succession Planning Event(s) in Ottawa County

Numerous succession planning workshops have taken place around the state, but it is uncertain when one was last hosted in Ottawa County. These event(s) would also be a part of the Incentive Pilot, with attendees being offered the financial incentive to complete their succession plans. Details of the event include:

- Offering a biennial local succession planning event during the off years from the Taking Root event
- During years that the Taking Root Event takes place, work with Michigan Farm Bureau to incentivize attendance at their event, e.g. small scholarships to offset travel costs

Estimated Completion Date: 6/30/2021



## Focus Area 2: COMPREHENSIVE LAND USE VISION

*88% of Ottawa County Survey respondents agreed that improved planning and zoning efforts can make farming less challenging*

### A. Viable Ag Lands Mapping

Prioritizing existing ag land can help with selecting parcels for permanent preservation as well as for deciding which parcels might be the best ones to use for development purposes. This mapping tool to be developed by the PPID could include:

- An interactive tool/layer(s) that can be used by developers that help them not only to avoid key agricultural preservation zones, but assist them in finding in-fill areas and/or areas with existing infrastructure and services
- Create an interactive layer that identifies critical areas for groundwater recharge and where alternative irrigation water sources need to be secured

Estimated Completion Date: 9/30/2021

### B. Baseline Agricultural Acreage Assessment

Due to certain reporting parameters used by the USDA Ag Census, the 'land in farms' data they report does not reliably reflect the amount of acreage in Ottawa County that is available for agricultural production year over year, thereby limiting our ability to track true farmland loss. Creating an accurate benchmark will help the County identify critical preservation zones and measure success of protection efforts.

- In conjunction with the Ottawa County Equalization Department, design and develop a full assessment of land that is currently or has the ability to be farmed, based on zoning, future land use, qualified ag exemption status, Farmland Development Rights Agreements, and Natural Resource Conservation Service program enrollment

Estimated Completion Date: 9/30/2021

### C. Cost of Community Services Analysis

Studies of other communities revealed that in nearly all cases, farmland was shown to generate a fiscal surplus that helped to offset the cost of the higher residential demand for public services. To our knowledge, Ottawa County has not had such an analysis performed in the past. This information could be used to help local leaders see the value of leaving acreage in agriculture, largely considered an 'interim' use, rather than developing it to a perceived highest and best use. This could help move toward the development of taxation policy that might more fairly distribute municipal service costs.

- Seek grant funding to hire a consultant to perform a Cost of Community Services Analysis for Ottawa County

Estimated Completion Date: 9/30/2022

### D. Brownfield Redevelopment

The reutilization of vacant, blighted, or functionally obsolete structures in urbanized areas where infrastructure already exists can help reduce urban sprawl.

- Support the Ottawa County Brownfield Redevelopment Authority's increases use of a variety of brownfield redevelopment tools, e.g. assessment grant funding and local incentive funds

Estimate completion date: ongoing



## Focus Area 3: ECONOMIC VIABILITY

*88% of Ottawa County Survey respondents agreed addressing barriers to the economic viability of farming is important*

### A. Farmland Development Rights Agreements

Profit margins in farming are thin if not non-existent. Only 43.6% of farms had a positive net cash farm income in the 2017 AgCensus. For the farms that can actually report income, this land protection tool offered by the State of Michigan provides an income tax credit in exchange for agreeing not to develop farmland for a term of 10-99 years. Statewide, about 33% of farmland is enrolled in this program, however only 20% of the County's current farmland is enrolled. Enrollment is simple, and this program can be a stepping-stone to permanent preservation. Enrollment of Ottawa County farmland could be increased by:

- Promoting participation locally
- Educating tax preparers

Estimated Completion Date: ongoing

### B. Income Diversification

When achieving farm profitability becomes challenging, sometimes diversifying revenue sources can help. Income diversification, and the need for it, can vary widely from farm to farm and operator to operator. Some methods of income diversification, such as wind turbines, could require changes in statute and/or ordinance, but others can be employed more simply. This effort will try to advocate for and facilitate income diversification methods such as:

- Using marginal land for solar arrays
- Adding wind turbines/cell towers
- Transitioning some acres to specialty crops, e.g. high oleic soy beans, grass-fed beef, hemp
- Utilizing the sharing economy to generate income through renting/sharing farm equipment
- Wedding barns and other forms of agritainment/agritourism

Estimated Completion Date: ongoing

### C. Michigan Qualified Ag Property Tax Exemption

Farming requires the use of a much larger land base per operator than most any other industry. This exemption can significantly reduce the tax burden on agricultural property, which, in the State of Michigan, is taxed at 50% above the national average. It is important to ensure that farmers are utilizing this tool, especially new and beginning farmers, and that the benefit is not lost when land changes hands or zoning. This will involve education and awareness campaigns for groups such as:

- Assessors
- Tax practitioners
- Succession/Estate planners
- Beginning farmers

Estimated Completion Date: ongoing

## Focus Area 3: ECONOMIC VIABILITY (cont.)

### D. Broadband Expansion/Improvement

The 2017 Ag Census indicates that 15% of farms do not have access to the internet. That does not account for the farms that do not have connections that are adequate for the significant data downloads and uploads required for farming operations with a variety of digital needs. A 2019 study by the USDA estimated that a potential \$47 billion dollar benefit (nationwide) could be realized if broadband and related precision ag-technologies were fully deployed. \$18 billion of that is dependent upon having adequate access to the internet. The PPID's Broadband Expansion effort will include actions such as:

- Advocate for the development of an Authority of Digital Inclusion to address the rural digital divide
- Continue current countywide efforts to accurately identify areas of critical need, and methods to supply broadband to those areas based on priority

Estimated Completion Date: 9/30/2022

### E. Workforce Development

In Ottawa County, 30% of farms are operated by someone 65 years or older. The average age of Michigan farmers is 57.6 years old. There is not only a lack of heirs continuing family farm operations, but also a lack of young and beginning farmers who have the skillset and financial wherewithal to start or take over a farm. Issues exist not only in finding someone new to operate the farm, but also the laborers to perform the farm work. Existing resources will be deployed in an intentional manner while also developing new resources to address specific local needs for workforce development. Examples of these activities include:

- The recently formed Agribusiness Talent Council will promote interest in and developing talent to serve the ag and food processing sectors
- MSU Institute of AgTech will educate students entering farming and food processing careers
- Careerline Tech Center's Agriculture and Animal Science Program will encourage internships, clerkships, and supervised agricultural experiences at Ottawa County farms in order to keep those students working here in the County once they graduate

Estimated Completion Date: ongoing

### F. Development and Adoption of Agtechnologies

According to the USDA's Economic Research Service, public research and development funds have led to U.S. agriculture productivity growth of 170% (since 1948) while inputs have remained mostly unchanged and labor-use has declined by 24%. The utilization of agtechnologies couples with efforts to resolve internet access issues as many new agtechnologies require high performance internet access. The PPID supports the development of new agtechnologies through partnership with entrepreneurial ecosystem, and will collaborate in the following ways:

- Provide assistance to secure farms to pilot new technologies
- Seek grant funding to find innovative solutions to on-farm problems

Estimated Completion Date: ongoing

## Focus Area 4: AGRICULTURAL EASEMENTS

*63% of Ottawa County Survey respondents agreed that preserving farmland through easements is an important farmland preservation tool*

### A. Local PDR Program Participation

The PPID will provide information and assistance to the remaining seven townships that have not yet adopted a resolution of support. Townships will receive priority as follows: Grand Haven, Port Sheldon, Park, Holland, Allendale, Spring Lake, and Georgetown. Actions will include:

- Filling the vacant Ag Preservation Board seat reserved for Local Government
- Increasing outreach and education efforts through departmental planning and zoning events along with other methods

Estimated Completion Date: board seat by 12/31/2020, outreach is ongoing

### B. Federal, State, and NGO Funding for Easements

The PPID will seek to secure higher levels of funding for farmland preservation programs by:

- Applying for additional ACEP-ALE funds through RCPP
- Applying for additional funding from the Michigan Agricultural Preservation Fund
- Utilizing County lobbyist to promote the program(s) to legislators
- Utilizing partners like American Farmland Trust, Heart of the Lakes, and land conservancies to increase advocacy impact

Estimated Completion Date: ongoing

### C. Local Fundraising

While securing agricultural easements is costly, it is a permanent, well-recognized method of farmland preservation that can be effective when used in concert with well thought out zoning and land use plans. Therefore, significant efforts must be made to generate the funds needed to sustain the program. Current efforts have been successful, but have the capacity to grow in the following ways:

- Increase the financial impact of the signature Farms Are The Tapas event
- Deploy a consistent but manageable Year End Campaign

Estimated Completion Date: ongoing

### D. Transfer of Development Rights (TDR) Pilot

TDR programs can be an effective way to preserve farmland, best suited for areas where there are significant blocks of land in the sending area. In Ottawa County, Grand Haven and Robinson townships have expressed interest in piloting a TDR program. Such a pilot could be coordinated through the PPID, and include the following actions:

- Explore the legal possibility of a multi-jurisdictional program (e.g. Grand Haven Township receiving and Chester Township sending)
- Examine the staff needs that would be required to administer an effective TDR program and whether a positive cost-benefit relationship is possible
- Research whether the TDR program can be developed such that it could be utilized to preserve natural lands as well as agricultural land

Estimated Completion Date: ongoing

# Planning & Performance Improvement Department

12220 Fillmore St., Room 260, West Olive MI 49460

[plan@miottawa.org](mailto:plan@miottawa.org)

[miottawa.org/farmland](http://miottawa.org/farmland)

616.738.4852





# Farmland Preservation Recommendations

These recommendations are based on the Ottawa County Farmland Preservation Survey results. The survey was distributed to 1,636 landowners and received 408 responses.

## Survey results identified the need to support farmland preservation efforts.

- 82% of respondents think farmland loss is now or could be a problem.
- 82% of respondents think it's important to preserve farmland in Ottawa County.

## The following preservation methods were identified as most important to implement:

### ● Continue the Purchase of Development Rights (PDR) Program.

This should include advocating for additional federal and state support and focusing preservation efforts in the most critical areas.

- 63% of respondents strongly agree/agree that agricultural conservation easements are an important farmland preservation tool.
- 98 respondents are interested in learning more about the PDR program.
- 24% of respondents are considering permanently preserving their farmland so that it remains agricultural.

### ● Coordinate an improved growth strategy using planning and zoning.

This may include an ag mapping initiative, piloting a transfer of development rights program, and increasing engagement with local units.

- 88% of respondents strongly agree/agree that this is an important farmland preservation method.
- Of the respondents who felt farmland loss is now or could be a problem, 97% indicated that it could be due to urban/suburban sprawl.

### ● Increase the effectiveness of succession planning efforts.

This may include piloting an incentivized program for succession planning and mobilizing beginning farmer resources.

- 78% of respondents strongly agree/agree that this is an important farmland preservation method.
- 78% of respondents are age 55 and older.
- 76% of respondents are not first generation farmers.
- 75% of respondents are planning to pass their farmland to heirs.

### ● Actively address barriers to the economic viability of farming.

This may include addressing taxation issues, adopting agricultural technologies, and enhancing income diversification opportunities.

- 88% of respondents strongly agree/agree that this is an important farmland preservation method.
- 67% of respondents receive income from farming, however 46% of these respondents require additional sources of off-farm income.

**Next Step:** Develop a **Comprehensive Farmland Preservation Implementation Plan** that defines the actions and tasks necessary to preserve farmland and farming through the methods identified as most important to Ottawa County landowners.



Goal 2: To Contribute to the Long-term Economic, Social and Environmental Health of the County.

Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its residents.

- Continued involvement and support of the Housing Next coalition in order to address the shortage of affordable housing.
- Facilitate work with stakeholders to plan for completion of M-231.
- Maintain regular communication and the relationship with the Road Commission.
- Continue work to facilitate and support a county-wide approach and contribution to economic development in the County.
- Recognize and support the role of agriculture in our economy.
- Comply with MIDC standards set for the Public Defender Office.
- Assess feasibility of "futuring" plan by 2022.
- Study countywide public transportation

- County Administrator is a member of Housing Next Leadership Council.
- Work on M-231 terminus point ongoing. County has purchased one of two parcels needed for the terminus. Discussions with MDOT to continue.
- Road Commission quarterly meetings held.
- Full participation with Lakeshore Advantage continues.
- Planning and Performance Improvement deploys comprehensive farmland preservation implementation strategy based on countywide survey results. Closed on Kruithoff property PDR in Chester Twp.
- The feasibility of a "futuring" plan is assessed by 2022.
- Countywide public transportation is studied.

Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its residents.

- Address current issues, including: the opioid epidemic, increasing suicide rates and the funding/provision of mental health services.
- Continue to provide for the health of residents in the County through the Department of Public Health and Community Mental Health.
- Continue to provide for public safety in the County through the work of the Sheriff, Prosecutor and Courts.
- Walk the talk of our vision "Where You Belong", support the Diversity, Equity and Inclusion Office to continue the work of ensuring that the County is a welcoming place to support a globally diverse workforce in our community.

- CMH continues to work with the Lakeshore Regional Entity to resolve the contract dispute with MDHHS, focusing on a solution to the region's past financial liabilities. CMH is working with the Community Mental Health Association of Michigan to address the proposed redesign of the public mental health system. Millage dollars have allowed the hiring of new staff, including a grant writer and additional mental health staff in the jail.
- Ottawa County named 2<sup>nd</sup> healthiest County in the State.
- County vision "Where you belong" is making an impact. Candidates for employment having been attracted by that statement on miOttawa.org
- The Diversity, Equity and Inclusion Director is working on developing a strategic plan and has completed an implicit bias template.

Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its residents.

- Resolve the Southwest Ottawa Landfill issue.
- Implement Comprehensive Groundwater Management Strategies Plan.
- Pursue deployment of Coordinated County-wide Future Land Use Vision.
- Complete and implement groundwater action and governance plan.
- Continue to support the work of the Parks and Recreation Commission and the new Parks Foundation.
- Continued support of the Agricultural Preservation Board, discussing options to more aggressively pursue farmland preservation.
- Continue efforts related to water quality and beach sand quality.
- Review and report on the status of the County being part of multiple Metropolitan Planning Organizations.

- Public Health completed review of risk-based models and presented a fee structure that includes two categories of risk. The Board approved the fee structure on May 1, 2020, which is when the annual food license fees are due.
- Obtaining costs estimates for partial slurry wall for Southwest Ottawa Landfill Slurry Wall project. Evaluating options to reduce operating costs.
- MSU Groundwater Study completed. Seeking state funding for proposed groundwater monitoring network and potential County ordinance.
- Public Health has allocated \$20,000 to water sustainability initiative. EH manager and Communications Specialist are working with PPI staff and other member of groundwater task force to identify and implement new education strategies. As of April 1, the team paused the project due to COVID-19 response.
- Planning and Performance Improvement pursuing coordinated land-use growth strategy for County.
- Grand River Greenway fundraising committee making major headway (developed Grand River Greenway campaign and Grand River Greenway Corporate outreach program).
- Planning and Performance Improvement nearing completion of MPO report with emphasis on enhancing collaboration with regional MPO agencies.
- Ag Preservation Board working to permanently preserve third, fourth and fifth agricultural parcels; Planning and Performance Improvement deploying comprehensive farmland preservation strategy plan.

What will we do to get there?

Exhibit B

MEMORANDUM

March 23, 2021

To: Ottawa County Board of Commissioners  
Re: Support for the Ottawa County Focus on Agriculture Plan  
From: Advocates for the agriculture industry in Ottawa County (listed on page 2 of this memo)

In 2008, the Ottawa County Board of Commissioners recognized the need to protect the farmland that its agriculture industry needs to thrive, and established the Farmland Preservation Program. In 2019, as part of an effort to evaluate the efficacy of this program in 2019, the County's Planning and Performance Improvement Department conducted a survey of all of its agricultural landowners. The results revealed that not only should the Farmland Preservation Program be continued, but the County should also focus on enhancing the economic viability of farming, ensuring that planning and zoning efforts complement agriculture, and that retiring farmers have a successor to take over their operations. Therefore, the County has developed the Focus on Agriculture plan (Exhibit A), which enumerates specific actions that the County, with assistance from key public and private partners, can take to help curtail the loss of farmers, farms, and farmland in Ottawa County. The individuals named on this memo recognize that a productive, versatile, and resilient farming industry is a cornerstone of not only our economy in Ottawa County, but also our way of life, and hereby support the activation of this plan by Ottawa County and its partners.

The agriculture industry in the County generates over \$506M in value of the agricultural products raised, ranking us third statewide by county<sup>1</sup>. People who live in Ottawa County are 73% more likely to work in agriculture than if they lived somewhere else in the state<sup>2</sup>. Yet, from 2012 to 2017, the County lost 17% of its farms, and 8% of its farmland<sup>1</sup>. This poses a significant threat not just to our economy, but also to our quality of life. In addition to the economic benefits that our diminishing farmland provides, it also offers access to local food, water infiltration and recharge, scenic beauty, wildlife corridors, and

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<sup>1</sup> USDA- NASS Census of Agriculture

<sup>2</sup> Statistical Atlas

positive local property tax revenue over cost of services used. For these reasons, we believe that the agricultural industry should be not only included in, but also prioritized in economic development planning activities; just as traditional, non-ag industry sectors have been for years.

✓ **Please add my name to this memo to the Ottawa County Board of Commissioners, signifying my support for the agriculture industry in Ottawa County:**

Jennifer Owens, President, Lakeshore Advantage

Gary McDowell, Director, Michigan Department of Ag and Rural Development

Adam Dietrich, Partner, Homestead Orchards LLC



# Action Request



<b>Committee:</b> Board of Commissioners <input type="checkbox"/>
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Planning & Performance Improvement Department
<b>Submitted By:</b> Paul Sachs
<b>Agenda Item:</b> Resolution of Support for the Creation of a Groundwater Board

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign a Resolution of Support for the creation of an Ottawa County Groundwater Board.

## Summary of Request:

To form a new advisory board to help guide the County's mitigation efforts involving ongoing issues with groundwater quantity and quality. The Board will be known as the Ottawa County Groundwater Board, and will be supported by a separate Technical Committee which will be formed pursuant to the Board's impending Bylaws.

The Board's function will be to make policy recommendations and develop regulatory standards for various groundwater initiatives within the scope of the County's current legislative authority. The Board will be administered and supported by the County's Planning and Performance Improvement Department.

The inaugural fifteen-member Board will be comprised of individuals who represent their respective industry sectors; term lengths will be staggered terms for first appointments, with all 3 year terms going forward.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

## Action is Related to Strategic Plan:

**Goal:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee

03/16/2021

COUNTY OF OTTAWA  
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners, held at the Fillmore Complex in the Township of Olive, Michigan on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at 1:30 p.m. local time.

PRESENT: Commissioners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, the Ottawa County Board of Commissioners is dutifully committed to addressing the growing groundwater concerns across the County; and

WHEREAS, countywide groundwater management will require the development and management of various forms of new policies and programs; and

WHEREAS, the implementation of new groundwater policies and programs will have broad implications upon County stakeholders; and

WHEREAS, the development of effective and equitable policy will require input from local and regional experts;

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners hereby creates the Ottawa County Groundwater Board to guide the implementation of the County's groundwater management efforts.

BE IT FURTHER RESOLVED that the Ottawa County Groundwater Board will be administered and supported by the County's Planning and Performance Improvement Department.

BE IT FURTHER RESOLVED that the inaugural fifteen member Ottawa County Groundwater Board will be comprised of individuals who represent their respective industry sectors. Their names, sectors, and term expiration dates are listed in Attachment A.

YEAS: Commissioners \_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Roger A. Bergman  
Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
Ottawa County Clerk/Register

## OTTAWA COUNTY GROUNDWATER BOARD

<u>Board Member</u>	<u>Sector</u>	<u>Term Expires</u>
Greg DeJong <i>Commissioner, District 8</i>	County Commissioner	12/31/2021
Matthew Fenske <i>Vice Chair Commissioner, District 9</i>	County Commissioner	12/31/2021
Adam Elenbaas <i>Supervisor, Allendale Charter Township</i>	Local Unit of Government	12/31/2023
Kevin Peters <i>Supervisor, Blendon Township</i>	Local Unit of Government	12/31/2024
Alan D. Steinman, Ph.D. <i>Allen &amp; Helen Hunting Director &amp; Professor GVSU Annis Water Resources Institute</i>	Scientific Community	12/31/2023
John A. Yellich, M.S. <i>Director, Michigan Geological Survey</i>	Scientific Community	12/31/2024
Steve Hecksel <i>Proprietor, Hecksel Bros. Well Drilling, LLC</i>	Well Drilling	12/31/2023
Megan Boos <i>Executive Director, Ottawa Conservation District</i>	Ag/Conservation Technical Assistance	12/31/2023
Dale Buist <i>Owner, Countryside Greenhouse</i>	Local Business/Agriculture	12/31/2024
Travis Williams <i>Chief Executive Officer, Outdoor Discovery Center</i>	Environmental/Conservation Education	12/31/2023
Angela Brown <i>Director of Facilities Management Ottawa Area Intermediate School District</i>	K-12 Administration	12/31/2023
Dale Zahn <i>Chief Executive Officer, West Michigan Lakeshore Association of Realtors</i>	Real Estate/Development	12/31/2024
Patrick Staskiewicz, P.E. <i>Public Utilities Director, Ottawa County Road Commission</i>	Utilities/Engineering	12/31/2024
John Truscott <i>Chief Executive Officer, Truscott Rossman</i>	At Large	12/31/2024
Dave Kraker <i>Retired (Kent County Environmental Health)</i>	At Large	12/31/2024

All initially appointed on 3/23/2021, staggered terms for first appointments, all 3 year terms going forward.

# Action Request



<b>Committee:</b> Board of Commissioners	<input type="checkbox"/>
<b>Meeting Date:</b> 03/23/2021	
<b>Requesting Department:</b> Parks and Recreation	
<b>Submitted By:</b> Jason Shamblin	
<b>Agenda Item:</b> 2021 Michigan Natural Resources Trust Fund Grant Application for Kirk Park	

**Suggested Motion:**

To approve the recommendation of the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance of \$474,000 to renovate facilities at Kirk Park.

**Summary of Request:**

In accordance with the Ottawa County Parks capital improvement plan and schedule for facility renovations and upgrades, this project would extensively renovate the existing public restrooms building including Americans with Disabilities Act (ADA) required layout improvements, addition of family/unisex/single use facilities, changing rooms, storage, new septic system, replacement of roof structure, and adjacent plaza and walkway paving. The building would act as a trailhead/information center for the bike path/trail along the Lakeshore Drive and the developing Lake Michigan Water Trail.

The project also includes replacement and relocation of a deteriorate and outdated playground facility with a new fully accessible areas in a better central location.

**Financial Information:**

Total Cost: \$474,000.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

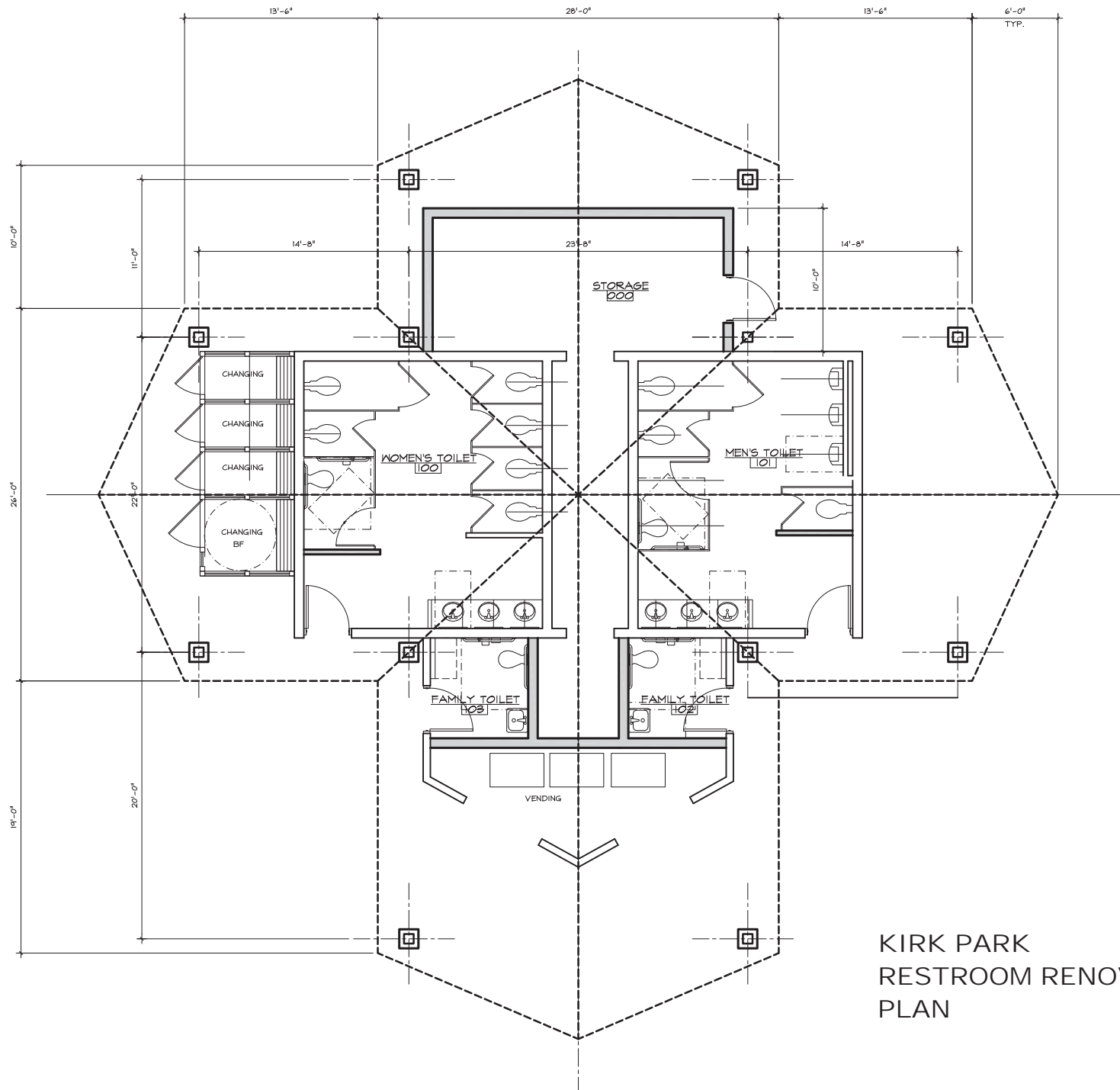
**Action is Related to Strategic Plan:**

**Goal:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

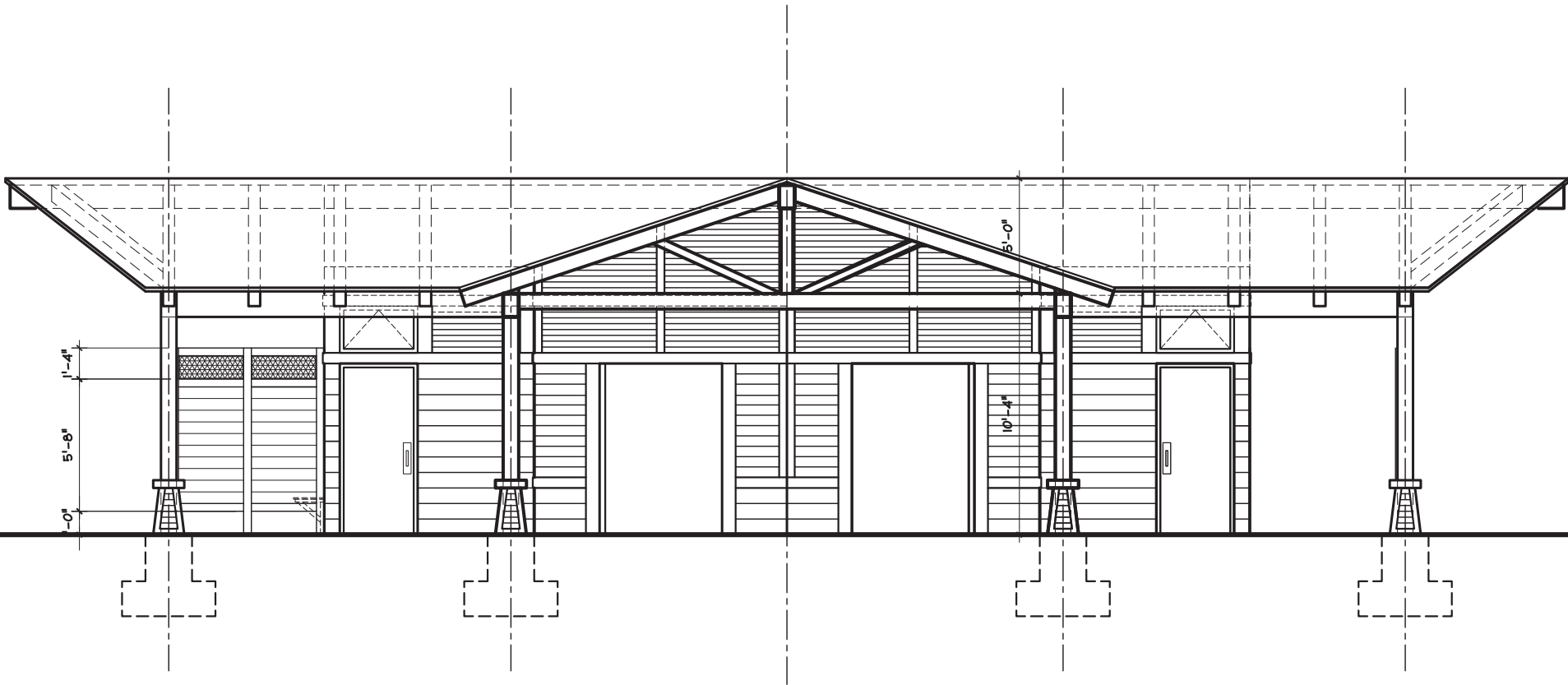
**Objective:**

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 03/16/2021  
Planning and Policy Committee



KIRK PARK  
RESTROOM RENOVATION  
PLAN



KIRK PARK  
RESTROOM RENOVATION  
SOUTH ELEVATION

# Action Request



<b>Committee:</b> Board of Commissioners
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Parks and Recreation
<b>Submitted By:</b> Jason Shamblin
<b>Agenda Item:</b> 2021 Michigan Natural Resources Trust Fund Grant Application for Stearns Bayou

### Suggested Motion:

To approve the recommendation of the application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance of \$300,000 to construct the Stearns Bayou Connector Segment of the Grand River Greenway Idema Explorers Trail.

### Summary of Request:

Ottawa County Parks has been planning and developing portions of the Idema Explorers Trail for over a decade. The Stearns Bayou Connector Segment is a particularly important and expansive portion of the system. It is important because it will provide the last major link to connect the non-motorized facilities built as part of the M-231 bridge to the Grand Haven area. It is relatively expensive because it includes a large boardwalk over the Little Robinson Creek and expansion of the vehicular bridge over Stearns Bayou. The trail runs on the north side of Green Street extending from the existing trail at 144th Ave. at its western terminus to existing trail on the east of 128th Ave. and North Cedar. Extensive parks funds (\$182,458), private donations (\$1,197,036) and MDOT grant (\$2,337,757) have provided the bulk of the funds necessary for construction. The intent of this grant application is to use the existing funds as the required match for the MNRTF Trust program that would provide \$300,000 in additional grant funds to complete the estimate \$4,014,682 total project. If successful, the grant would be applicable for the current project schedule for this segment which anticipates construction in 2022.

### Financial Information:

Total Cost: \$4,014,682.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

### Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

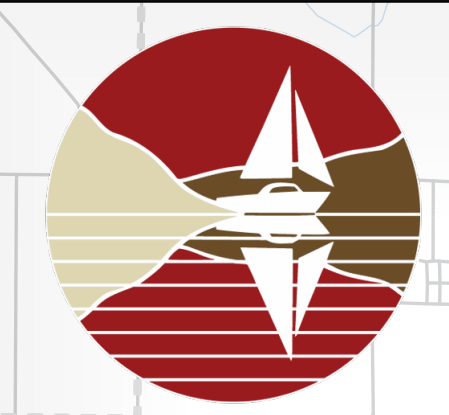
**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee

03/16/2021

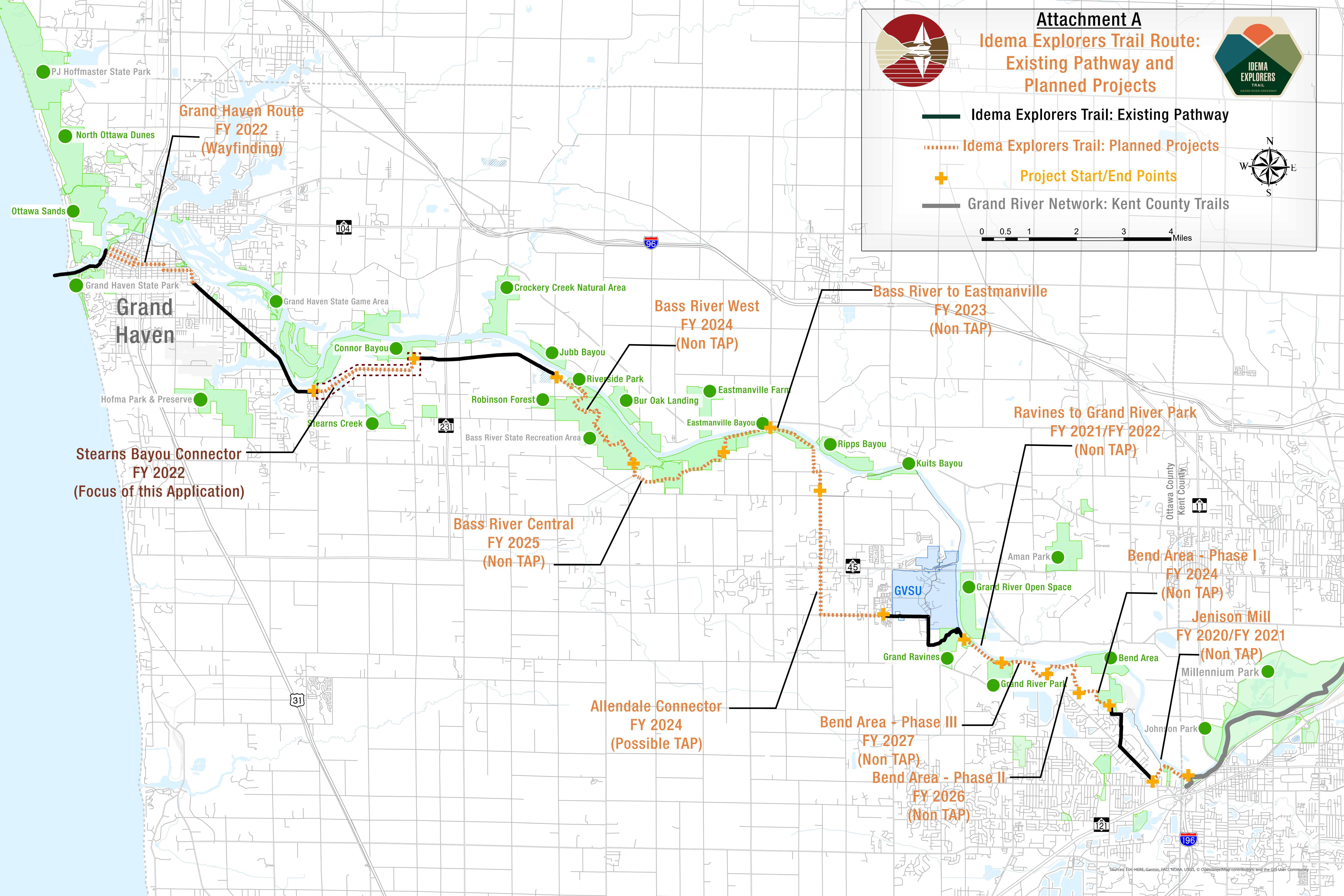
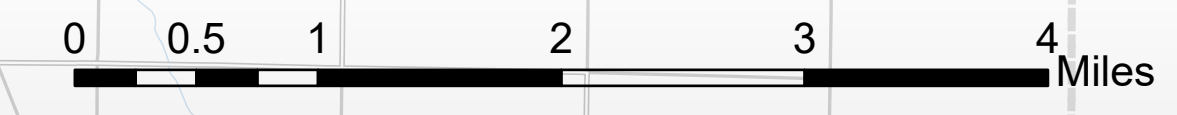
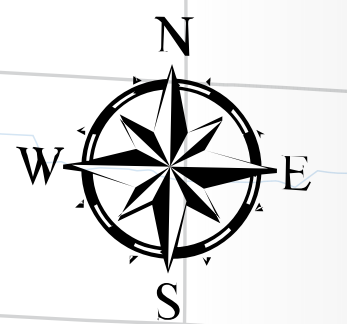




# Attachment A Idema Explorers Trail Route: Existing Pathway and Planned Projects

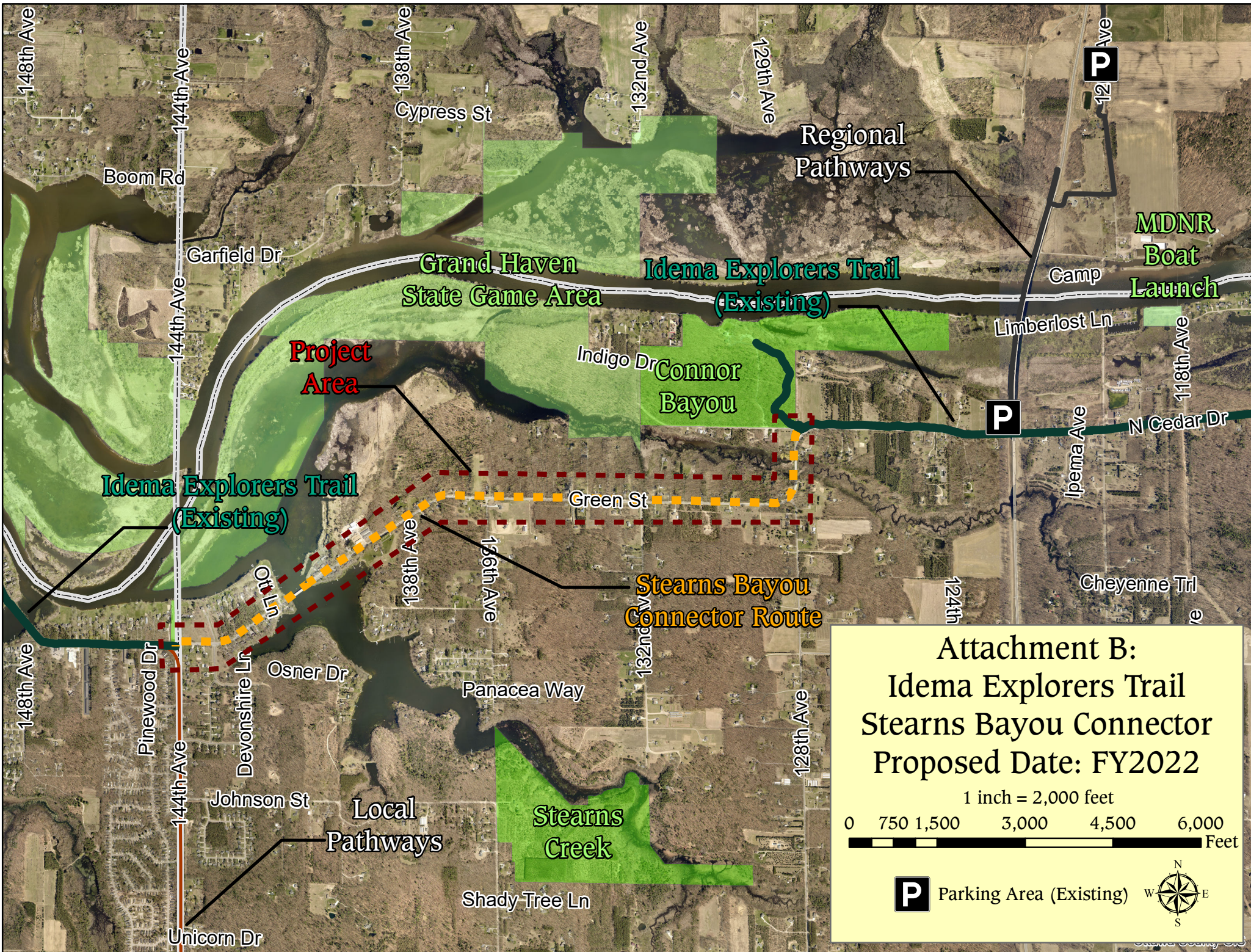


- Idema Explorers Trail: Existing Pathway
- Idema Explorers Trail: Planned Projects
- Project Start/End Points
- Grand River Network: Kent County Trails



Source: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community





**Attachment B:**  
**Idema Explorers Trail**  
**Stearns Bayou Connector**  
**Proposed Date: FY2022**

1 inch = 2,000 feet

0 750 1,500 3,000 4,500 6,000 Feet

**P** Parking Area (Existing)



# Action Request



<b>Committee:</b> Board of Commissioners <input type="text"/>
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Corporation Counsel
<b>Submitted By:</b> Douglas Van Essen
<b>Agenda Item:</b> Motion to Approve Amended 2021 Board Rules

**Suggested Motion:**

To approve the Rules Committee's recommended amendments to the 2021 Board Rules.

**Summary of Request:**

The Rules Committee has recommended that the material highlighted in yellow be added to the current Board Rules, including clarifications of who presides over meetings when the chairperson and/or vice chairperson is not present, teleconferencing rights, whom the Chairperson asks to attend certain meetings with Board Members and the establishment of the Rules Committee as a standing committee.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

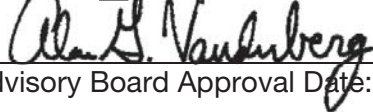
**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:   
Committee/Governing/Advisory Board Approval Date: 03/16/2021

Planning and Policy Committee



***RULES OF THE  
OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
2021  
As Amended on March 23, 2021***

**ORGANIZATIONAL MATTERS, CHAIRPERSON,  
VICE-CHAIRPERSON, AND CLERK OF THE BOARD OF COMMISSIONERS**

**Section 1.0 - Organizational Meeting; Chairperson of the Board of Commissioners**

The organizational meeting of the Ottawa County Board of Commissioners shall be held on the first business day after January 1 of each year. The purpose of the meeting shall be to elect from its own membership a Chairperson and Vice-Chairperson who shall hold office for the ensuing year, and to organize any Committees of the Board of Commissioners under the direction of the Chairperson. The vote for the office of Chairperson may be by secret ballot, as provided for by MCL 46.3a.

The Chairperson shall preside at all meetings of the Board of Commissioners at which he or she is physically present, to preserve order, and to decide all questions of order, subject to appeal to the Board of Commissioners. In the event that Chairperson is not physically present, the Vice-Chairperson shall preside if he or she is physically present. If neither the Chairperson or Vice-Chairperson is physically present, the Board may nominate a Chairperson *pro tem* who is physically to preside over that meeting and if not, the Chairperson or Vice-Chairperson, respectively, shall preside if participating remotely. It shall be the duty of the Chairperson to appoint any Committees of the Board of Commissioners and the Chairpersons thereof, subject to the approval of the Board of Commissioners. The Chairperson shall be a member ex-officio of all Committees but shall not have the power to vote on such Committees except to break a tie vote or create a quorum, nor shall the Chairperson vote or participate in the deliberations of a Committee when to do so would violate the provisions of the Open Meetings Act, MCL 15.261 et seq. The Chairperson shall serve on such other boards and commissions as the state statutes require, and as may be determined by the Board of Commissioners.

**Section 1.1 - Vice-Chairperson of the Board of Commissioners**

The Vice-Chairperson shall perform the duties of the Chairperson, including conducting meetings of the Board of Commissioners, and affixing his or her signature to all contracts, bonds and other documents, when the Chairperson is unable to do so because of illness, absence from the County, or any other exigency which prevents the Chairperson from performing such functions of his or her office.

**Section 1.2 - Clerk of the Board of Commissioners**

The duly elected Clerk/Register of Deeds of Ottawa County or the Deputy Clerk shall be ex-officio Clerk of the Board of Commissioners. He or she shall perform the duties ordinarily pertaining to such office.

**RULE II  
THE BOARD OF COMMISSIONERS**

**Section 2.0 - Meetings of the Board of Commissioners**

The Board of Commissioners shall meet on the second and fourth Tuesdays of each month at 1:30 p.m., except when otherwise set by adjournment or by law, or as otherwise set by the Board. Special meetings of the Board of Commissioners shall be called at the request of at least one-third (1/3) of all the Commissioners elected and serving, which request must be filed with the County Clerk/Register of Deeds so that at least ten (10) days' notice may be given of such meeting. The

Chairperson may also call special meetings for any reason in compliance with the provisions of the Open Meetings Act, MCL 15.261 et seq.

Meetings of the Board of Commissioners are open to the public, except as otherwise provided by law. Any person may address the Board of Commissioners, in accordance with the Policy of the Ottawa County Board of Commissioners on the Conduct of Public Meetings.

### **Section 2.1 – Teleconferencing**

If there is a state of emergency declared in the state or county under 1976 PA 390 as amended, Commissioners may participate in a regular or special meeting under the following rules:

1. The meeting must be noticed for a particular physical location under the Open Meetings Act and staff must be present to facilitate public participation at that physical location, including ensuring that the public can gain entry to the facility for purposes of attending the meeting.
2. Any commissioner wishing to attend physically shall be permitted to participate physically.
3. A commissioner wishing to participate remotely must call into the county administration with significant time in advance of the meeting to participate in a joint telephonic or videoconferencing hookup into the meeting room.
4. The joint telephonic or videoconferencing hookup must include two-way communications so that all commissioners, members of the public and the County Clerk can hear and record the discussion.
5. Each commissioner must identify for the record his or her location.
6. The chairperson of the meeting and the county clerk or deputy county clerk recording the minutes, if possible, should be located in the physical location, although if no commissioner who is physically present is appointed Chair *pro tem* of the meeting by the Board, the Chairperson or Vice-Chairperson, respectively, shall chair the meeting.
7. All votes will be by roll call vote.
8. All other Board rules will apply.

### **Section 2.1 - Agenda**

As a general rule, all substantive Agenda items shall be on the Agenda and considered at a Committee meeting or Work Session prior to consideration at a meeting of the Board of Commissioners. All matters heard by a Committee of the Board of Commissioners that are within its exclusive jurisdiction, or heard at a Work Session and which are forwarded to the Board of Commissioners for consideration, shall be placed on the Agenda and heard at the next scheduled meeting of the Board of Commissioners, or at the following meeting, as may be determined by the Chairperson. Prior to publication and distribution by the County Clerk, the tentative Agenda shall be prepared by the County Administrator's Office and approved by the Chairperson. A two-thirds (2/3) vote of the members elected and serving shall be required to add an unscheduled item to the Board Agenda.

### **Section 2.2 - Quorum**

A majority of the Commissioners elected and serving shall constitute a quorum for the transaction of business, but a smaller number may adjourn from day to day.

### **Section 2.3 - Order of Business**

1. Call to Order by Chairperson
2. Invocation
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications - copies of all correspondence to the Board of Commissioners shall be submitted by the County Clerk to all County Commissioners. Correspondence shall not be read into the record at the meeting unless a public reading is expressly requested in the correspondence. Communication may include comments from County Staff.
6. Public Comments
7. Approval of Agenda
8. Actions and Reports

#### **A. Consent Resolutions**

The purpose of the Consent Resolution is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion. Any member of the Commission may ask that any item on the Consent Resolution be removed there from and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected. If any item is not removed from the Consent Resolution, the action noted on the agenda is approved by a single Commission action adopting the Consent Resolution. For contracts that are being ratified by this process, the Board must approve a commissioner's request to pull a contract off the consent resolution for ratification. A commissioner must raise the request to pull a contract off of the consent resolution with the Board Chairperson within twenty-four hours of a meeting so that the appropriate county personnel can be present to explain the need for the contract.

#### **B. Public Hearings**

As may be required by law or provided for by Board policy.

#### **C. Action Items**

#### **D. Discussion Items**

#### **E. Report of the County Administrator**

#### **F. Commissioner Comments**

#### **9. Public Comments**

#### **10. Adjournment**

### **Section 2.4 - Minutes**

Minutes must be kept for all meetings of the Board of Commissioners in compliance with the requirements of the Open Meetings Act, MCL 15.269, and are required to contain:

1. A statement of the date, scheduled time and place of the meeting and its actual starting time and ending time;
2. The members present as well as absent;
3. A record of any decisions made at the meeting and a record of all roll-call votes; and,
4. An explanation of the purpose(s) if the meeting is a Closed Session.  
Except for minutes taken during a Closed Session, all minutes are considered

public records, open for public inspection, and must be available for review as well as copying at the Office of the Ottawa County Clerk. Proposed minutes shall be available for public inspection within eight (8) business days after the meeting to which the minutes refer. Approved minutes must be available within five (5) business days after the meeting at which they were approved.

### **RULE III** **RIGHTS AND DUTIES OF MEMBERS; APPOINTMENTS**

#### **Section 3.0 - Manner of Address**

When a member wishes to speak, he or she shall be recognized and address themselves to the Chairperson.

#### **Section 3.1 - Order of Address**

When two (2) or more members wish to speak at the same time, the Chairperson shall decide who is to speak first.

#### **Section 3.2 - Decorum**

When a member is speaking on any question before the Board of Commissioners, he or she shall not be interrupted except to be called to order.

#### **Section 3.3 - Disputed Questions**

When a member is called to order, he or she shall immediately come to order. The Board of Commissioners, if appealed to, shall decide the case. If there is no appeal, the ruling of the Chairperson shall be final.

#### **Section 3.4 - Chairperson's Vote; Voting**

The Chairperson shall vote on all questions decided by yea and nay, except on an appeal from his or her own decision. When a yea or nay vote is taken, every member present shall vote except in matters in which the member has a conflict of interest, in which case the member shall identify the conflict and abstain from voting.

#### **Section 3.5 - Appointments**

1. Appointments to all boards and commissions caused by expiration of a term of office, resignation, or otherwise, shall be made in accordance with the Appointment Policy adopted by the Board of Commissioners.
2. The appointment of a member of the Board of Commissioners to any board of directors, committee, or other public body shall automatically terminate when the appointee is no longer a member of the Board of Commissioners.

#### **Section 3.6 - Duties**

1. As fiduciaries to the taxpayers and their funds entrusted to the County corporate, all Commissioners have a responsibility to act faithfully to advance the County's corporate, legal and financial interests, whether related to bargaining, real estate purchase, litigation or potential litigation, or in any other matter.



2. All Commissioners have a responsibility to preserve the confidentiality of all privileged information, including but not limited to legal, labor related, economic, private or any other information that could be adverse to the County's financial or legal interests if revealed to third parties.
3. If a Commissioner suspects or is concerned that the County might be in legal noncompliance on any issue, he or she should report that concern to Corporation Counsel and the County Administrator jointly, so that the attorney/client privilege regarding that concern or suspicion can be preserved.
4. If the Board Chairperson receives information that suggests that a Commissioner has breached his or her responsibilities under this Section, the Chairperson may convene a private hearing with that Commissioner and, in the discretion of the Chairperson, one other acting Commissioner who is either the Vice Chairperson or a past Chairperson. The County Administrator, Corporation Counsel shall also attend as advisors to the Chairperson. The Commissioner must appear and must respond to questions presented.
5. If the Board Chairperson determines that the Commissioner has breached his or her responsibilities hereunder, the Chairperson may select from the following internal remedies:
  - A. Restrict the Commissioner's access to privileged information for some or all subjects for a period of time;
  - B. Remove the Commissioner from one or more committee assignments, including but not limited to removing the Commissioner from leadership positions; or
  - C. Recommend censure or other actions by the full Board of Commissioners.
6. If the Commissioner is dissatisfied with the Board Chairperson's decision, he or she can appeal to the full Board of Commissioners at the next Board meeting. The Board may affirm, alter, rescind or add to any sanctions imposed. Its decision will be final.

**RULE IV**  
**STANDING COMMITTEES AND REPORTS**

There shall be the following Standing Committees which shall consist of the number of members hereinafter mentioned, in addition to the Chairperson of the Board of Commissioners, who shall be an ex-officio member of all Standing and Special Committees. Appointments shall be for a one (1) year term. Each Standing Committee shall, by vote of its membership, select a Vice-Chairperson, who shall perform the duties of the Committee Chairperson in his or her absence. An anticipated annual schedule of meeting dates and times for each Standing Committee shall be established by the Standing Committee at the Standing Committee's first meeting in January. To facilitate the orderly transaction of Board business, the first meeting in January of each Standing Committee shall be held on the same day and at the same time as scheduled for the past year of that Standing Committee's operations.

#### **Section 4.0 - Finance and Administration Committee**

Five (5) members shall have original jurisdiction over matters of County business in the areas listed as follows:

- a. Purchasing - shall serve as the auditing committee over purchasing.
- b. Financial Control - shall prepare the annual budget, examine County records, make allocations of funds, including personnel costs as recommended by the County Administrator, and recommend to the Board of Commissioners use of all funds allocated.
- c. Insurance - shall receive reports from the Ottawa County, Michigan Insurance Authority, and act as committee of record for insurance matters.
- d. Audit of Claims - shall audit all claims for unpaid bills presented for County payment such as loss of livestock, animal damage, and ambulance charges, etc.
- e. Auditing - shall audit and investigate bills and present such bills to the Board of Commissioners with recommendations.
- f. Expense and Mileage - shall audit and approve expense and mileage vouchers of members of the Board of Commissioners.
- g. Equalization and Apportionment - shall receive reports from the County Equalization Department and make recommendations as to the equalizing of assessment rolls. Shall make recommendations as to the apportionment of County, Township, School, and Special Assessment taxes in the several districts, and shall receive reports from the County Tax Allocation Board and make recommendations to the Board of Commissioners.
- h. Bonding - shall receive and review all bonding proposals.
- i. Additional Duties of Finance Committee Chairperson - the Finance Committee Chairperson shall serve on such boards and commissions as state statutes require.
- j. Law Enforcement - shall receive reports from the Office of Prosecutor, the Sheriff's Department, and the Animal Control Program, and shall make recommendations to the Board of Commissioners on matters pertaining to law enforcement.
- k. Courts - shall receive reports from the Circuit Court, Family Court, Probate Court, Juvenile Detention Facility, District Courts and the County Clerk in matters pertaining to court functions.
- l. Community Corrections Department - shall receive reports from the Community Corrections Department and make recommendations to the Board of Commissioners regarding those functions.
- m. Contract Review - shall review and receive reports regarding contracts, other than collective bargaining agreements, and make recommendations to the Board of Commissioners concerning relevant contracts.
- n. County Directory - shall work with the County Clerk to modify, update, revise and assure the distribution of the County Directory.
- o. Policy Matters - shall develop and draft policies for consideration by the Board of Commissioners for all matters within its jurisdiction.
- p. Other Matters - such other, similar matters as may be assigned to their jurisdiction by the Chairperson.

#### **Section 4.1 - Planning and Policy Committee**

Five (5) members shall have original jurisdiction over matters of County business in the areas listed below:

- a. Buildings and Maintenance - shall receive reports from the Ottawa County Building

- Authority, and shall oversee all buildings and grounds owned or leased by the County, including all equipment.
- b. County Strategic Planning - shall receive reports for County strategic planning and goal setting sessions and shall review compliance with the County strategic plan.
  - c. Public Works - Water, Sanitation - shall review reports from the Ottawa County Road Commission regarding public works, water, and sanitation projects.
  - d. Land Use and Infrastructure Needs - shall initiate and facilitate policy discussions regarding land use and infrastructure needs within Ottawa County.
  - e. Planning - shall, through the County Planning and Performance Improvement Department, receive reports from the Ottawa County Planning Commission and the West Michigan Regional Planning Commission (Region 8), the Macatawa Area Coordinating Council, (MACC), the West Michigan Regional Shoreline Development Commission (WMSRDC), and the Grand Valley Metropolitan Council (Metro Council) and shall review and make recommendations to the Board of Commissioners regarding County planning activities.
  - f. Agriculture and Conservation - shall receive reports from the Michigan State University Extension Service and handle matters pertaining to agriculture and conservation.
  - g. Drains - shall receive reports from the County Water Resources Commissioner and review all contracts for drains by the Commissioner.
  - h. Parks - shall, through the Parks and Recreation Department, receive reports from the County Parks and Recreation Commission and review the acquisition, development, and operations of the County Park and open-space land system.
  - i. Legal Review - Litigation and Resolutions - shall oversee County procedures for the legal work in non-criminal matters, receive reports regarding legal opinions and litigation involving the County, authorize and recommend various ordinances and resolutions to the Board of Commissioners.
  - j. Rules and Regulations - shall draft, develop, and receive reports regarding County Rules and Regulations and make recommendations therefore to the Board of Commissioners.
  - k. Public Relations - shall develop plans and methodologies to improve relations with the public, and to educate and inform the press and public about County programs and the operations of County government.
  - l. Policy Matters - shall develop and draft policies for consideration by the review policies prepared by other Committees as to form and final language before they are submitted to the Board of Commissioners.
  - m. Transportation and Planning - shall initiate and facilitate policy discussions regarding future transportation in Ottawa County.
  - n. Roads and Bridges - shall receive reports from the Ottawa County Road Commission, the Macatawa Area Coordinating Council (MACC), the West Michigan Regional Shoreline Development Commission (WMSRDC), the Grand Valley Metro Council (Metro Council) and the Michigan Department of Transportation, (MDOT) regarding road, bridges, and transportation planning issues.
  - o. Legislature - shall receive reports from state and federal legislative representatives, County lobbyist and the Michigan Association of Counties (MAC) concerning pending and proposed legislation and shall review and report on legislation to the Board of Commissioners.

- p. Other Matters - such other, similar matters as may be assigned to their jurisdiction by the Chairperson.

#### **Section 4.2 - Health and Human Services Committee**

Five (5) members shall have original jurisdiction over matters pertaining to County business in the areas listed below:

- a. Mental Health - shall receive reports from the Ottawa County Community Mental Health Board and the Ottawa County Community Mental Health Agency.
- b. Public Health - shall receive reports from the Ottawa County Department of Public Health.
- c. Senior Citizens - shall, through the Community Action Agency, receive reports from the Region 14 Council on Aging, and from other agencies regarding Senior Citizens' services.
- d. Department of Human Services - shall receive reports from the Director and Board of Directors of the Ottawa County Department of Human Services.
- e. Substance Abuse - shall receive reports on substance abuse issues from the Ottawa County Department of Public Health, the Lakeshore Coordinating Council, and the Ottawa County Community Mental Health Agency.
- f. Veterans - shall deal with matters concerning veterans, shall oversee matters under the direction of the Veterans' Affairs Committee, and shall make recommendations concerning County veterans.
- g. Community Action Agency and Department of Employment and Training - shall receive reports from the Community Action Agency (CAA) and the Regional Michigan Works! Agency.
- h. Solid Waste - shall, through the Ottawa County Department of Public Health, receive reports regarding solid waste matters within the County.
- i. Policy Matters - shall develop and draft policies for consideration by the Board of Commissioners for all matters within its jurisdiction.
- j. Other Matters - such other, similar matters as may be assigned to their jurisdiction by the Chairperson.

#### **Section 4.3 – Talent and Recruitment Committee**

Five (5) members shall have original jurisdiction over matters of County business in the areas listed below:

- a. Human Resources - shall receive reports from the Human Resources Department and make recommendations to the Board of Commissioners on matters pertaining to employees.
- b. Employee Relations - shall review practices and policies and make recommendations to the Board of Commissioners on issues related to County employees.
- c. Employee Training – shall review practices and policies regarding hiring, employee training programs and the 4 C's initiatives.
- d. Appointments - shall interview candidates for appointment to County boards and commissions and make recommendations therefore to the Board of Commissioners.
- e. Policy Matters - shall develop and draft policies for consideration by the Board for all matters within its jurisdiction.
- f. Other Matters - such other, similar matters as may be assigned to their jurisdiction by the Chairperson.

#### **Section 4.4 - Rules Committee**

Five (5) members, two of whom must be the Board Chairperson and Vice Chairperson, shall have original jurisdiction over the rules that the Board of Commissioners' uses. At the first September meeting of the Board of Commissioners, the Rules Committee shall report on the proposed rules for the Board of Commissioners to use the next year. At the first November meeting, the Rules Committee shall report a final version of the rules to be presented for adoption at the organizational meeting of the Board of Commissioners in January.

#### **Section 4.5 - Work Sessions**

The Board of Commissioners may meet in a Work Session on any designated day, as determined by the Chairperson, for the purpose of coordinating the activities of the Standing Committees, informing the Board of Commissioners on the progress of Committee work, and for the purpose of promoting a better understanding of County business, thereby expediting the regular meetings of the Board.

#### **Section 4.6 - Special Committees; Attendance of Board Chairperson; Termination of Special Committees; Special Committee Agendas**

- a. Special Committees may be established by the Board of Commissioners and the members thereof appointed by the Chairperson upon approval of the Board of Commissioners. The purpose for which the Special Committee is established, its jurisdiction, and the composition (number and type) of the Special Committee, shall be set forth by the Board of Commissioners. A Special Committee may have members who are not members of the Board of Commissioners, so that the Board of Commissioners may draw upon the expertise of County officials, County staff members, and the general public. The Chairperson of a Special Committee shall be a member of the Board of Commissioners.
- b. The Chairperson of the Board of Commissioners shall be an ex-officio member of all Special Committees. He or she, when requested by the Chairperson of a Special Committee, shall attempt to attend the meeting of the Special Committee, and his or her attendance may be counted to create a quorum. He or she shall have no vote except in the case of a tie vote.
- c. Unless it is renewed, or a Term of Service of another duration is specifically approved by the Board of Commissioners, the existence of any Special Committee which is appointed shall expire the earlier of either when its task is completed or December 31st of each year.
- d. The Agenda of each Special Committee shall be prepared by the County Administrator's Office or by whom the County Administrator designates and shall be approved by the Chairperson of the Special Committee and shall be published and distributed by the Administrator's Office.

#### **Section 4.7 - Annual Reports from Departments of County Government**

It is the policy of the Board of Commissioners to receive Annual written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office. Sufficient copies of the written reports shall be submitted to the County Administrator's Office on Monday the week prior to the Board of Commissioners meeting or at least eight (8) days in advance of the meeting at which the oral report is to be given so that the matter can be placed on the Agenda and the written report distributed with the Agenda to the members of the Board of Commissioners.

It is the policy of the Board of Commissioners, Administrative Policy – Use of the County Logo, that all Annual Reports identify the members of the Ottawa County Board of Commissioners (“the Board of Commissioners”) by name and indicate, in the same area as the names of the Board of Commissioners, “The activities and programs of this department are brought to you by the members of the Ottawa County Board of Commissioners.”

Unless another date is approved by the County Administrator, Departments of County government shall make their Annual Reports in accordance with the following schedule:

**FIRST BOARD OF COMMISSIONERS MEETING IN:**

Corporation Counsel	<u>December</u>
Planning and Performance Improvement	<u>December</u>
Treasurer	<u>January</u>
Parks and Recreation	<u>January</u>
Equalization Department/Property Description & Mapping	<u>February</u>
Ottawa County Department of Public Health	<u>February</u>
Community Mental Health	<u>February</u>
Facilities	<u>February</u>
Department of Human Services	<u>March</u>
Michigan State University Extension Service	<u>March</u>
Innovation and Technology	<u>March</u>
Community Action Agency	<u>March</u>
Prosecuting Attorney	<u>April</u>
West Michigan Enforcement Team (WEMET)	<u>May</u>
Sheriff’s Office/Emergency Management	<u>May</u>
County Clerk/Register of Deeds	<u>May</u>
Water Resources Commission	<u>May</u>
Human Resources	<u>May</u>

The Board of Commissioners requests Annual written and oral Reports from the Circuit, District, and Probate Courts and related departments serving Ottawa County. Unless another date is deemed advisable, the Courts are requested to make their Annual Reports in accordance with the following schedule:

**FIRST BOARD OF COMMISSIONERS MEETING IN:**

58 <sup>th</sup> District Court/Probation/Community Corrections	<u>April</u>
20 <sup>th</sup> Circuit and Probate Courts	<u>April</u>



**Section 4.8 - Statutory Laws and Other Provisions**

The Board of Commissioners shall comply with the Open Meetings Act, MCL 15.261 et seq., as amended, and with all other statutes pertaining to the Ottawa County Board of Commissioners.

**RULE V**  
**MOTIONS, RESOLUTIONS, AND ORDINANCES****Section 5.0 - Motions, Resolutions, and Ordinances**

No motions shall be made or debated unless seconded. The motion may then be stated by the Chairperson before the debate. Any motion shall be put in writing at the request of any member. Any motion may, with the permission of the Board of Commissioners, be withdrawn at any time before the same has been adopted. All motions, resolutions, amendments or substitutes thereto shall be entered at large upon the journal unless withdrawn. The reading of all resolutions and ordinances shall be waived unless requested by a majority vote of those members elected and serving.

**Section 5.1 - Privileged Motions, Order of Precedence**

When a question is under debate, no motion shall be received except the following: to adjourn; for the previous question; to lay on the table; to postpone indefinitely; to postpone to a certain day; to refer; to amend. These motions shall have precedence in order as above named.

**Section 5.2 - Motion to Adjourn**

A motion to adjourn shall always be in order, except when a vote is being taken on any question before the Board of Commissioners, or when a member has the floor, provided that there shall be some intervening business proposed and determined between two (2) motions to adjourn.

**Section 5.3 - Motion to Reconsider**

A motion for reconsideration shall be in order on the same day, or at the succeeding action meeting day following that on which the decision proposed to be reconsidered took place. Only a member of the side which prevailed may move such reconsideration and such motion shall take precedence over all other questions, except a motion to adjourn. A motion for reconsideration shall be decided by majority vote of those members elected and serving.

**Section 5.4 - Question of Appeal**

When an appeal is taken from a decision of the Chairperson, the member taking the appeal shall be allowed to state his or her reason for so doing. The question shall then be immediately put in the following form: "Shall the ruling of the Chairperson be sustained?" The question shall be determined by a majority vote of the members present except that the Chairperson shall not vote. In case of a tie vote, the Chairperson shall be sustained.

**Section 5.5 - Division of Question**

Upon the request of any member, a division of any question shall be made when the question will admit of a division so distinct that one part being taken away, the other will remain as an entire question for decision.

### **Section 5.6 - Resolutions and Ordinances**

Resolutions and Ordinances shall be taken up in the order in which they are presented unless otherwise ordered by the Board. All proposed Resolutions and Ordinances shall be presented to the Board of Commissioners in writing and shall be acted upon by the Board of Commissioners.

### **Section 5.7 - Questions of Procedure not Covered by Standing Rules**

Robert's Rules of Order shall govern in all questions of procedure which are not provided for by the Rules of the Ottawa County Board of Commissioners.

### **Section 5.8 - Privilege Motions**

When a question of privilege is under debate, no motion shall be in order, except the following which shall have precedence in the order named:

1. To fix a time to adjourn;
2. To adjourn;
3. To recess;
4. To raise question of privilege;
5. To call for the Orders of the Day.

### **Section 5.9 - Subsidiary Motions**

When a question is under debate, no subsidiary motion shall be in order except the following which shall have precedence in the order named:

1. To lay on the table;
2. To call the previous question;
3. To limit or extend debate;
4. To postpone to a certain time;
5. To comment or refer;
6. To amend;
7. To postpone indefinitely.

### **Section 5.10 - Miscellaneous**

- a. When the reading of a paper is called for, and the same is objected to by any member, it shall be determined by a majority vote of the members present.
- b. No resolution or petition shall be inserted in full in the minutes without being read or distributed and adopted by the Board of Commissioners.
- c. No rule of the Board of Commissioners or part thereof shall be suspended, altered, or amended without the concurrence of two-thirds (2/3) of the members elected and serving.



I hereby acknowledge that I have read and understood the Rules of the Ottawa County Board of Commissioners 2021.

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Francisco C. Garcia  
District 1 Commissioner

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Joseph Baumann  
District 2 Commissioner

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Doug R. Zylstra  
District 3 Commissioner

---

Allen Dannenberg  
District 4 Commissioner

---

Randall J. Meppelink  
District 5 Commissioner

---

Kyle J. Terpstra  
District 6 Commissioner

---

James Holtvluwer  
District 7 Commissioner

---

Greg J. DeJong  
District 8 Commissioner

---

Philip D. Kuyers  
District 9 Commissioner

---

Roger A. Bergman  
District 10 Commissioner

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Matthew Fenske  
District 11 Commissioner

# Action Request



<b>Committee:</b> Board of Commissioners
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Fiscal Services
<b>Submitted By:</b> Karen Karasinski
<b>Agenda Item:</b> FY2021 Budget Adjustments

**Suggested Motion:**

To approve the 2021 budget adjustments per the attached schedule.

**Summary of Request:**

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.


**Objective:**

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee

03/16/2021

	Fund	Department	Explanation	Revenue	Expense
01-1280	Child Care Fund General Fund General Fund	Juvenile Community Intervention Circuit Court Juvenile Services Transfers Out	This budget adjustment reallocates the County share of Assistant Director vacancy saving in the Child Care fund to contract services for specific Juvenile Court projects	\$ (140,776)	\$ (140,776) \$ 70,388 \$ (70,388)
04-1256	Governmental Grants	CAA-CARESD	New CARES discretionary grant being used to continue to provide quarantine kits for people required to isolate	\$ 10,000	\$ 10,000
05-351	Governmental Grants	HLS Equipment Grant	National Association of County and City Health Official grant to purchase to purchase for Emergency Operations Center.	\$ 3,000	\$ 3,000
05-443	General Fund	Planning/Performance	Budget adjustment to fund the Project Support Specialist position increased by .4 FTE (approved in January)	\$ 12,681	\$ 12,681
05-523	Capital Project Fund	Capital Construction	FY21 Budget Correction - Personal property payment for Manley tower		\$ 3,200
05-566	Capital Project Fund	Capital Construction	Funding to plow contract the Manley cell tower parking lot for remainder of winter		\$ 500
05-641	SUD	Community Mental Health	Accept millage transfer to maintain staffing support for the Jail	\$ 79,921	
05-647	CMH Millage	Community Mental Health	Millage transfer to SUD Fud to maintain staffing support for the Jail.		\$ 79,921
06-07	Health Fund	Health Department	Carryover unspent food program grant (Real Food Can Program)	\$ 1,210	\$ 1,210
06-10	Capital Project Fund	Project	Appropriate funds for GIS Airel survey not spent in FY20		\$ 98,677
06-271	General Fund	Corporate Counsel	Transfer fund from Insurance Authority to fund property appraisal	\$ 15,000	\$ 15,000
06-286	Public Health Fund	Health Department	COVID Immunization Supplemental Grant funding to support vaccination campaign	\$ 935,593	\$ 935,593
05-426	Governmental Grants	Planning and Performance Improvement	Transportation grant funds passed through Pioneer Resources and Georgetown Seniors to reflect total approved of \$216,469.	\$ 32,034	\$ 32,034
16-397	Governmental Grants	CAA	Increased Emergency Solution Grant - CARES funding to \$1,127,632. Grant period is March 1, 2020- September 30, 2022. Funding is a pass through to sub-grantees for homelessness prevention, rehousing services, emergency shelter operations, and street outreach.	\$ 645,098	\$ 645,098

# Action Request



<b>Committee:</b> Board of Commissioners <input type="text"/>
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Sheriff's Office
<b>Submitted By:</b> Al Vanderberg
<b>Agenda Item:</b> Jail Management System - JailTracker

**Suggested Motion:**

To approve the proposed five-year contract with Core Technology for the JailTracker Jail Management System funded under the Capital Improvement Plan for \$469,129.

**Summary of Request:**

The Ottawa County Sheriff's Office is seeking to contract with Core Technology Corporation to implement a new Jail Management System. The JailTracker software was identified through the RFP process as the best option to suit the needs of the County. Our County is unique, where the Jail, Courts and Prosecutor all share the same custom-built system. While that functionality can be difficult to replicate with an off-the-shelf product from one vendor, JailTracker specializes in providing interfaces to increase system communication and has built many interfaces and integrations with numerous third-party products. In addition to these interfaces and integrations, JailTracker is the number one provider of jail solutions in Michigan with a proven track record for secure and reliable technology.

**Financial Information:**

Total Cost: \$469,129.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Funded under CIP

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 03/16/2021 Finance and Administration Committee



# CORE TECHNOLOGY CORPORATION MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

This *Master Purchase, License & Services Agreement* which includes the attached Exhibits (this "Agreement") is between **CORE TECHNOLOGY CORPORATION (herein referred to as "CORE")** and **Ottawa County on behalf of Ottawa County Sheriff's Office ("Customer")**. This Agreement sets forth the terms and conditions under which CORE will furnish the CORE Offerings described on a Quotation/Order Form and/or Statement of Work executed by the Parties to Customer.

The attached Exhibits include:

**Exhibit A.....MILESTONE PAYMENT SCHEDULE**

**Exhibit B.....ANNUAL MAINTENANCE TERMS**

**Exhibit C.....Core Response to Ottawa County's Jail Management System RFP 20-06, dated June 10, 2020**

**Exhibit D.....Core Response to Ottawa County Jail Management System Phase 2 – Product Offering Questionnaire & Pricing, dated September 2, 2020**

Customer	<u>Ottawa County</u>	Contact:	_____
Address:	<u>12220 Fillmore Street</u>	Email:	_____
	<u>Room 331</u>	Phone:	_____
	<u>West Olive, MI 49460</u>	Mobile:	_____

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. This Agreement shall apply to Customer's purchase and license of Software and/or Services (collectively, "CORE Offerings") described on a Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional CORE Offerings by executing additional Quotation/Order Forms and/or Statement of Works with CORE. The parties executing this Agreement on behalf of CORE and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

**ACKNOWLEDGED AND AGREED TO BY:**

**CORE TECHNOLOGY CORPORATION**

**OTTAWA COUNTY, on behalf of OTTAWA COUNTY**

**SHERIFF'S OFFICE**

By: 

Name: Andrew Wright, Executive Vice President

Date: February 15, 2021

By: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_

## 1. Definitions.

**"ANNUAL MAINTENANCE TERM"** has the meaning set forth in Exhibit 2, Annual Maintenance Terms, Section 1, attached hereto.

**"AUTHORIZED COPIES"**: Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:

- a. The single copy of the Software and the related Documentation delivered by CORE under this Agreement; and
- b. Any additional copies made by Customer as authorized under Section 2

**"CONFIDENTIAL INFORMATION"**: Information disclosed or obtained by one party in connection with, and during the term of, this Agreement. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

**"CUSTOMER LIAISON"**: A Customer employee assigned to act as liaison between Customer and CORE for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify CORE of the name of the Customer Liaison.

**"CUT LIVE"** shall mean the moment a Customer processes a live call through its System.

**"DOCUMENTATION"** shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by CORE to Customer with the Software. Documentation shall not include marketing materials.

**"EFFECTIVE DATE"** shall mean the latter of the two dates in the above signature block.

**"QUOTATION/ORDER FORMS"** shall mean the CORE ordering schedules which are signed by CORE and Customer to place orders for CORE's Software products, Third Party Software, or Services under this Agreement

**"SERVICES"** shall mean the Professional Services described in Section 10 below, and Software Maintenance, collectively.

**"SITE"** shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

**"SOFTWARE"** shall mean all or any portion of the Software Product(s) and Documentation provided by CORE and its licensors to Customer, whether in machine-readable or printed form, which Software Product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

**"SOFTWARE LICENSE"** has the meaning set forth in Section 2 below.

**"SOFTWARE MAINTENANCE"** shall have the meaning set forth in Section 4.a below.

**"SOFTWARE PRODUCTS"** shall mean the individual Software products identified, enumerated, and set forth in the SOW and the Quotation/Order Form.

**"STATEMENTS OF WORK"** or **"SOWs"** shall mean statements of work which are signed by CORE and Customer (or a Customer Affiliate) to place orders for professional services to be performed by CORE under this Agreement.

**"SUBLICENSED SOFTWARE"** shall mean those components of the Software that are sublicensed by CORE.

**"SUPPORTED SOFTWARE"** shall mean Software for which Customer is entitled to receive Software Maintenance.

**"SYSTEM"** shall mean the Software, Third Party Software and Services described in the applicable Quotation/Order Form or Statement of Work.

**"SYSTEM CHARGE"** shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), the fees for Software and Third Party Software licenses and fees for installation, training and other services.

**"THIRD PARTY SOFTWARE"** shall mean the software necessary for the equipment to function properly to allow the Software Products to operate on the equipment, and shall include (I) open source software provided to Customer by CORE; and/or (II) operating system software and database software, if any, provided to Customer by CORE. This definition of Third Party Software expressly excludes any products that are considered Software.

**"UPGRADE"** shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

**"USERS"** has the meaning set forth in Section 2 below.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, quantity, User and use restrictions detailed in a SOW or Quotation/Order Form, CORE, and its licensors, grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes ("Software License"). Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to CORE.



**3. Installation and Training.** CORE will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by CORE to facilitate CORE's performance of the installation services and training services.

**4. Maintenance & Support.**

**a. Software Maintenance.** Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to CORE, CORE will provide maintenance, software correction and support services for the Software, excluding Third Party Software and Project Deliverables, (such services, "Software Maintenance") during the Customer's Annual Maintenance Term and the concurrent initial one-year warranty period. Software Maintenance will be provided in accordance with CORE's Annual Maintenance Terms, in effect as of the Effective Date.

**b. No Additional Maintenance.** CORE will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in an Quotation/Order Form or Statement of Work.

**d. Maintenance Lapse.** Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to CORE the fees that would have been paid to CORE by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software Maintenance for any reason, and then subsequently desires (with CORE's permission) to purchase or reactivate Software Maintenance in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by CORE in the interim period, CORE will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge, which may or may not require updated equipment to be purchased by Customer.

**5. Fees & Additional Purchases.**

**a. Payment Terms.** The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each CORE Offering purchased or licensed by Customer and services ordered under any Statement of Work. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on CORE's net income) assessed on the CORE Offerings. To the extent Customer imposes additional requirements on CORE for Services other than those expressly provided in this Agreement, CORE retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, CORE will notify Customer that the Services are subject to additional charge(s).

**b.** If Customer wishes to add additional CORE Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.

**c. Annual Software Maintenance Fees.** Customer shall pay without deduction or set-off annual Software Maintenance Fee(s) referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each CORE Offering purchased or licensed by Customer. CORE reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software Maintenance renewal at rates it charges other comparable customers. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on CORE's net income) assessed on Customer's Annual Maintenance Fees. In addition, should Customer cancel Software Maintenance after the start of the new Annual Maintenance Term, Customer is not entitled to a refund and all unpaid Annual Maintenance Fees are due and payable in full. If Customer fails to pay such invoice within thirty (30) days, a reinstatement fee may be charged in addition to the annual support and maintenance fee. CORE reserves the right to deliver all invoices to Customer via email.

**d. Exclusions.** The System Charge does not include, and Customer agrees to pay, any additional sums for:

- (i) Equipment, Software, Third Party Software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration).
- (ii) Services required by or incurred due to: (1) incomplete site preparation, in accordance with an agreed-upon schedule; or (2) any Third Party Software not furnished with the System that either fails to interface or integrate with the System or materially impairs the System's operation.
- (iii) All of CORE's direct, out-of-pocket travel and associated living expenses, including applicable travel policy per diems and other travel fees.
- (iv) Charges for shipping, freight, insurance, loading, unloading and storage associated with the delivery, installation and repair of the System.

**6. Confidentiality.**

**a.** Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party

agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify CORE of any request(s) made for disclosure of confidential information.

**b.** Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to CORE. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard CORE 's proprietary rights in the CORE Offerings, including without limitation the following measures:

(i) Customer shall only permit access to the CORE Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.

(ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

**c.** In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.

**d.** Notwithstanding the foregoing: nothing herein shall be construed as to prevent CORE or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; CORE may disclose Customer's Confidential Information to contractors engaged by CORE to assist in the performance of any Services hereunder; CORE may disclose to its licensors Customer's identity and such other information regarding Customer's use of the Software as such licensors may require be disclosed by CORE; and CORE may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing CORE Offerings to Customer for the benefit of CORE and other CORE customers.

**e.** Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, CORE shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 6 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

**f.** To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services ("CJIS") policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7).

**7. Ownership.** Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of CORE or its licensors. Customer will not take any action that jeopardizes CORE's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. CORE and its licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at CORE's sole expense, any actions reasonably requested by CORE to reflect, confirm or perfect such rights in CORE's or an applicable sub-licensor's name.

## **8. Warranty, Indemnity, Remedies.**

**a.** Software Warranty. CORE warrants, for Customer's benefit only, that Supported Software will perform substantially in accordance with the Documentation for a period of one (1) year after the date on which Customer's license for such Supported Software is i) initially installed by CORE per the Quotation/Order Form and SOW, or ii) if by Customer, initially delivered to Customer by CORE. CORE's warranty shall not apply to Supported Software that has been modified by Customer or third parties, or to Supported Software that is installed on computer systems not approved by CORE. Customer agrees to notify CORE in writing before expiration of the preceding period of the failure of any Supported Software to satisfy the foregoing warranty and, after verification thereof by CORE, CORE will undertake to correct any reported error in accordance with its Annual Maintenance Terms. Customer acknowledges that the Software may not satisfy all of Customer's requirements and the use of the Software may not be uninterrupted or error-free. CORE warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Supported Software provided hereunder.

**b.** Services Warranty. CORE warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) the Project Deliverables will perform substantially in accordance with the specifications set forth in the applicable Statement of Work and applicable Documentation for a period of 30 days after delivery to Customer. Customer agrees to notify CORE in writing before expiration of the preceding period of the failure of any Project Deliverable to satisfy the foregoing warranty and, after verification thereof by CORE, CORE will undertake to correct any reported error in accordance with its Annual Maintenance Terms.

**c.** Indemnity. If a lawsuit is brought against Customer claiming the Software, other than Third Party Software, infringes a U.S. copyright or misappropriates a third party trade secret, CORE will defend Customer in the lawsuit at CORE's expense, and CORE will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies CORE in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants CORE sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions

provided by CORE pursuant to Paragraph 8(d) below; and (iv) Customer provides assistance as CORE reasonably requests. CORE's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by CORE.

**d. Other Rights.** In the event of a claim under Paragraph 8(c) above, CORE shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if CORE determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(d) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(c) and this Paragraph 8(d) state Customer's exclusive remedy, and CORE's exclusive liability, for any claim of infringement or misappropriation.

**e. Limitations.** CORE will have no obligation to Customer under this Section 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than CORE; (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by CORE or its licensors; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software not provided to Customer by CORE; or (iv) an alleged infringement or misappropriation or warranty failure was caused by CORE's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software at Customer's request.

**f. Third Party Software.** Customer acknowledges and agrees that Third Party Software provided to Customer by CORE is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by CORE to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that CORE may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. CORE PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

**g. High Risk Activities.** The CORE Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the CORE Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the CORE Offerings for use with High Risk Activities and Customer agrees that CORE shall have no liability of any kind relating to any CORE Offering used in High Risk Activities.

**h. Compliance with Laws.** Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless CORE from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

**i. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CORE MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, CORE OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND CORE EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Additional Professional Services.** CORE will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by CORE and Customer, and may result in additional fees and scheduling changes, as determined by CORE. If specified in a Statement of Work, CORE will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by CORE being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in the Annual Maintenance Terms, including but not limited to the Customer's responsibility to provide CORE with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all CORE personnel so designated by CORE as authorized by CORE to need access rights.

## 10. Acceptance Testing.

a. Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on CORE's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

b. Acceptance or Rejection. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify CORE that Customer accepts the Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide CORE with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. CORE will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When CORE redelivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide CORE with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Project Deliverable/Software (as applicable) is put into production use by the Customer.

**11. LIABILITY LIMITATION.** CORE'S AND ITS LICENSORS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL CORE OR ITS LICENSORS BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL CORE OR ITS LICENSORS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE CORE, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.

**12. Term and Termination.** The term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

a. If Customer fails to make prompt payments to CORE when invoiced, including but not limited to all fees specified in Exhibit A or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then CORE may at its option terminate this Agreement with written notice as follows:

(i) The termination notice shall define the reason for termination;

(ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

(iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;

(iv) During the applicable cure period, CORE will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by CORE, the Agreement terminates.

b. Customer may terminate this Agreement at any time upon thirty (30) days written notice.

c. In the event of termination, CORE shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.



d. Upon termination under Subparagraph 12.a, Customer shall return to CORE all Software Products, including any copies provided to or created by Customer under this Agreement. If termination is for lack of payment, Customer shall return all tangible CORE Offerings identified on the Quotation/Sales Order Form.

### 13. Mediation.

a. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Oklahoma shall be the exclusive courts in which either party may seek such relief.

14. **Assignment.** Customer may not assign this Agreement without the prior written consent of CORE, which consent shall not be unreasonably withheld. CORE may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. CORE may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

### 15. Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

a. Customer understands that, in the event Customer procures its own Equipment, the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment

b. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

c. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.

d. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. CORE is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to CORE 's requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

e. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

f. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

### 16. General.

a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an

export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

**b.** All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.

**c.** The Software, both CORE and Third Party Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is CORE, its licensors and/or a Third Party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by CORE herein, agree to and acknowledge the provisions of this Section 16.c, in writing.

**d.** Customer grants to CORE the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

**e.** CORE and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

**f.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

**g.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 16.

**h.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Oklahoma, excluding its conflict of law principles. CORE will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.

**i.** No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

**j.** This Agreement and its exhibits, including any Statement(s) of Work mutually agreed upon and signed by both parties, constitute the complete and entire statement of all terms, conditions and representations of the agreement between CORE and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.

**k.** This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.



# CORE TECHNOLOGY CORPORATION

## EXHIBIT A: MILESTONE PAYMENT SCHEDULE

CORE will provide a milestone payment schedule for the Software, Third Party Software and Services for each System listed on the Quotation/Order Form number Ottawa County Jail Management Systems - Phase 2 RFP #20-06 Quote, dated September 2, 2020 as follows:

1. 50% Software at signing of this Agreement;
2. 50% Software upon delivery and installation of the Software; and
3. Services and Travel billed monthly through completion of the project.
4. **Maintenance Service & Payments in Subsequent Years**  
The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. First year maintenance service for JailTracker starts the day CORE installs the Software at Customer's site, at which time Customer will be invoiced the first Annual Maintenance Fee, due and payable per the terms of the Agreement, and annually thereafter each year per the terms of Exhibit B: Annual Maintenance Terms.
5. **Other Milestones**
  - a. Upon order the Customer shall pay CORE 50% of Custom Interfaces and Other Customizations.
  - b. Upon the beginning of Productive Use, the Customer shall pay CORE 50% of Custom Interfaces and Other Customizations.
  - c. Upon order the Customer shall pay CORE 100% of Change Orders.

# CORE TECHNOLOGY CORPORATION

## EXHIBIT B: ANNUAL MAINTENANCE TERMS

CORE TECHNOLOGY CORPORATION (ALSO REFERRED TO AS "CORE") will provide the CUSTOMER maintenance services for the Software licensed through CORE. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via CORE'S Customer Support Center ("Annual Maintenance"). CORE will provide the CUSTOMER Annual Maintenance under the following agreed upon terms and conditions:

- A.** The CUSTOMER agrees to subscribe to Annual Maintenance commencing upon the 1<sup>st</sup> of the month following installation for a period of **one (1) year** on a fee basis ("Initial Annual Maintenance Term"). The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to CORE. In the event such notice is not timely received, CORE will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

At the time of renewal, CORE reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

- B.** Annual Maintenance Fees will be billed annually, subject to annual price increases, beginning on the installation date of the Software and on the same day each year thereafter as set forth in Section A above. The Annual Maintenance Fees for each renewal term are payable in full prior to the start of the Annual Maintenance Term and are non-refundable. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on CORE's net income) assessed on Customer's Annual Maintenance Fees.

- C.** Annual Maintenance shall consist of the following additional agreed upon terms and conditions:

**1. Software**

- a. SERVICE HOURS:** CORE shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues.**

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center.	Within 2 hours from receipt of notification – problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment – loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours – may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a CORE software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

- b. ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, CORE shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by CORE and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include CORE'S personnel time calculated at CORE'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by CORE personnel in connection with the provision of any on-site support service.
- c. SOFTWARE UPDATES:** CORE shall make software updates, defined by CORE and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Terms; CORE will deliver and install all updates and incremental releases. In CORE'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Terms. Major software

upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.

- d. **ERROR RESOLUTION:** CORE shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, CORE shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by CORE or should CORE ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to CORE, the CUSTOMER agrees to pay CORE for its services at the prevailing hourly rate for CORE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by CORE personnel in connection with such service. It is agreed that CORE will be the ultimate authority in determining the existence of any error.
- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

## 2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. CORE does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. CORE highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
  - b. Network Management: Virus protection, Switches and Routers, Internet access.
  - c. Operating System – Applying appropriate updates to the operating system and security patches.
  - d. Server and Workstation Migration - Restoration and reinstallation of CORE databases and programs to a new or repaired server or workstation.
- D. In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, CORE shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as CORE shall then be charging and on such terms and conditions as CORE shall then be imposing.
- E. CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to CORE, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed remote access via secure VPN to CORE or maintenance. If high-speed remote access is not provided by CUSTOMER, CORE may charge CUSTOMER a fee of \$3,000 per year. The server shall be dedicated to CORE applications and other compatible applications as defined by CORE including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by CORE to reside on any server containing CORE applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to CORE, the CUSTOMER agrees to pay CORE for its services at the prevailing hourly rate for CORE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by CORE personnel in connection with such service.
- F. In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting CORE for support. Should CORE determine as part of any Support call that hardware or network, and not CORE, is responsible for the issue, CUSTOMER agrees to pay CORE for its services at the prevailing hourly rate for CORE'S personnel time.

EXHIBIT C - CORE RESPONSE TO OTTAWA COUNTY'S JAIL  
MANAGEMENT SYSTEM RFP 20-06, DATED JUNE 10, 2020



**GLOBAL**  
PUBLIC SAFETY

**JailTracker** **CORE**  
TECHNOLOGY.

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**VENDOR RESPONSE CONTENT FOR**  
**Ottawa County**  
**Jail Management System RFP 20-06**

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**Requestor**

**Ottawa County**

Via purchasing.rfp@miottawa.org

**Vendor Contact**

**Sarah Lee, Regional Sales Representative**

Core Technology Corporation

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**GLOBAL**  
PUBLIC SAFETY  
**JailTracker** CORE  
TECHNOLOGY

June 10, 2020

Ottawa County

Via purchasing.rfp@miottawa.org

**RE: Jail Management System RFP 20-06**

Dear Selection Committee,

Thank you for the opportunity to introduce you to JailTracker, the industry's leading Jail Management Solution. JailTracker is uniquely qualified to meet Ottawa County's Jail Management needs identified in your request.

Core Technology and Ottawa County have shared a partnership for many years through Talon/LEIN and Data Sharing. By adding JailTracker, Ottawa County will be able to increase their JMS data sharing capabilities statewide.

We are confident that once you have had an opportunity to evaluate our JailTracker offering, you will recognize the benefits of expanding your partnership with Core Technology to meet Ottawa County's Jail Management needs.

Sincerely,

Andrew Wright, Executive Vice President  
Global Public Safety

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ATTACHMENT A - PROPOSAL COVER SHEET



Ottawa County  
Fiscal Services Department

Request for Proposal 20-06  
Court Case Management and  
Jail Management Solution

ATTACHMENT A – COVER SHEET FOR PROPOSAL (revised 5/20/20)

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the proposal. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

[ ] an individual,  a corporation (please mark appropriate box), duly organized under the laws of the State of Michigan.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 180 days.

By submission of a response, the vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County. Vendors shall identify any interests, and the individuals involved, and shall understand that the County, at its discretion may reject their proposal.

By submission of a proposal the Vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

If Applicable – Vendor acknowledges, by initialing, receipt of addenda:

Addendum No. 1: AWright

Addendum No. 2: AWright

Addendum No. 3: AWright

Addendum No. 4: AWright

Addendum No. 5: AWright

Addendum No. 6: \_\_\_\_\_

Request for Proposal 20-06  
Court Case Management and  
Jail Management Solution

ATTACHMENT A – COVER SHEET FOR PROPOSAL- continued **(revised 5/20/20)**

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

BY: AWright 5/20/2020  
(Signature of Authorized Representative) Date

Andrew Wright, Executive Vice President  
(Printed Name and Title of Authorized Representative)

PRINCIPAL OFFICE INFORMATION / ADDRESS:

Individual / Company Name: Core Technology Corporation

Street Address 5859 West Saginaw Highway #217

City Lansing

State MI Zip Code 48917

Telephone (517) 627-1521

Fax (517) 627-8944

Email andrew.wright@harriscomputer.com

Taxpayer Identification Number 38-238188

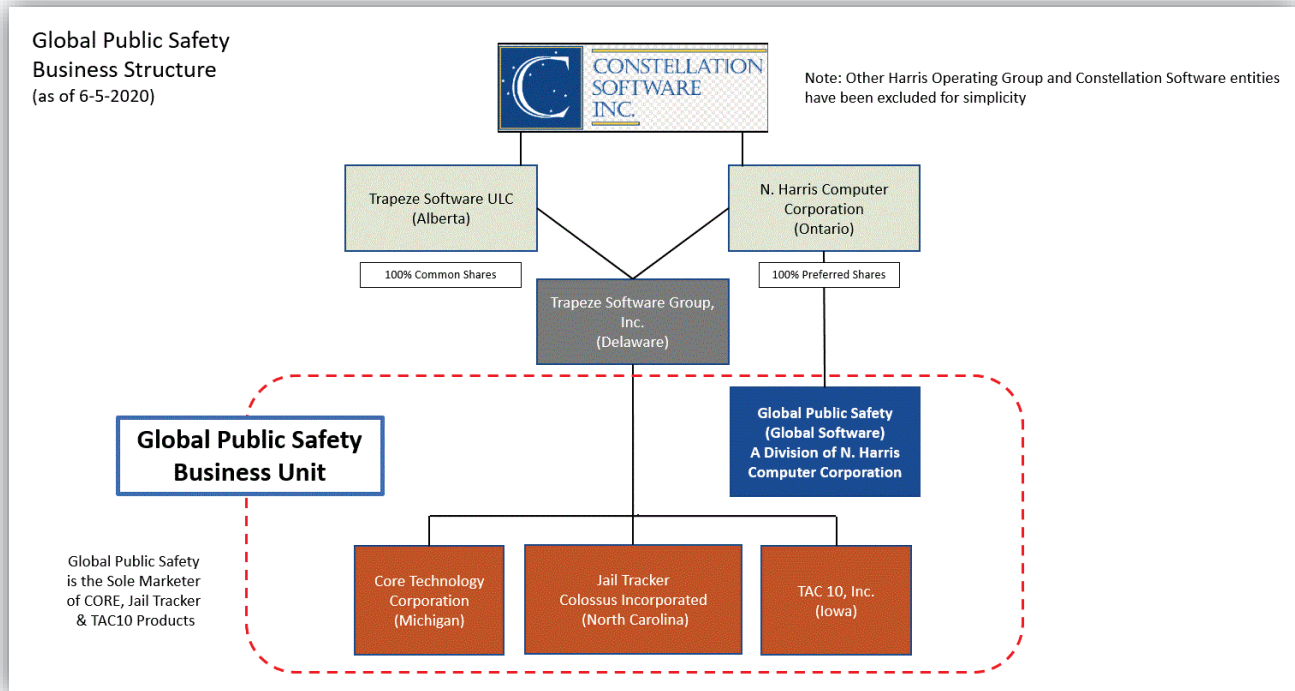
**ATTACHMENT B – PROPOSAL RESPONSE**

**SECTION 1. COMPANY INFORMATION AND BACKGROUND**

Core Technology Corporation (Core) is a Lansing, Michigan-based company that has been in business since 1981. During the past 39 years of providing reliable software solutions for a multitude of various business sectors, Core has established itself as the preeminent public safety software company in Michigan. Core’s MultiBridge and Talon software for LEIN access and data sharing has been installed and in use in Ottawa County for nearly 20 years.

Core’s management and deployment teams have over 75 years of combined experience in public safety software. Customer support is our cornerstone. Core understands the importance of providing industry-leading software coupled with the best support in the business is what makes a good offering great.

In March of 2017 Core was purchased by Constellation Software Inc. through one of its subsidiaries, Trapeze Software Groups, a division of N. Harris Computer Corporation. This acquisition joined Core with Global Public Safety and the industry’s leading Jail Management Solution, JailTracker, operated jointly by Global Public Safety.



Audited financial statements of Constellation Software Inc., the ultimate parent company of Core Technology Corporation, and a publicly traded company on the Toronto Stock Exchange [TSX:CSU], are available at <https://www.cssoftware.com/category/stat-filings>. There has been no form of bankruptcy or creditor protection within the last (10) years.



## **OTTAWA COUNTY RFP 20-06**

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It can be challenging for one vendor to have equal investment and functionality across a large product line. While CAD and RMS may work very well for dispatchers and road officers, it often seems that the Corrections staff makes concessions to use a product that is less than ideal. The JailTracker team is solely focused on developing new features and modules for jail management software and staying current on trends in technology like facial recognition and barcoding.

JailTracker has a continuous software development road map of scheduled product enhancements and additional functionality. JailTracker retains the original developer of the software on their engineering team who continues to contribute to the program on a daily basis. Sensitive to our clients' ever-changing needs, software enhancements are prioritized from direct client feedback.

Ottawa County is unique, where the Jail, Courts and Prosecutor all shared the same custom-built system. While that functionality can be difficult to replicate with an off-the-shelf product from one vendor, JailTracker specializes in providing interfaces to increase system communication and has built many interfaces and integrations with numerous third-party products as described in the Integration section of the following proposal.

By expanding their relationship with Core to include JailTracker, Ottawa County will add jail data to the information they currently share using ISERVICES (Michigan's state-wide data sharing system) and NDEx.

Ultimately backed by the Global Public Safety Group, JailTracker has a powerful family of resources to share for the benefit Ottawa County.

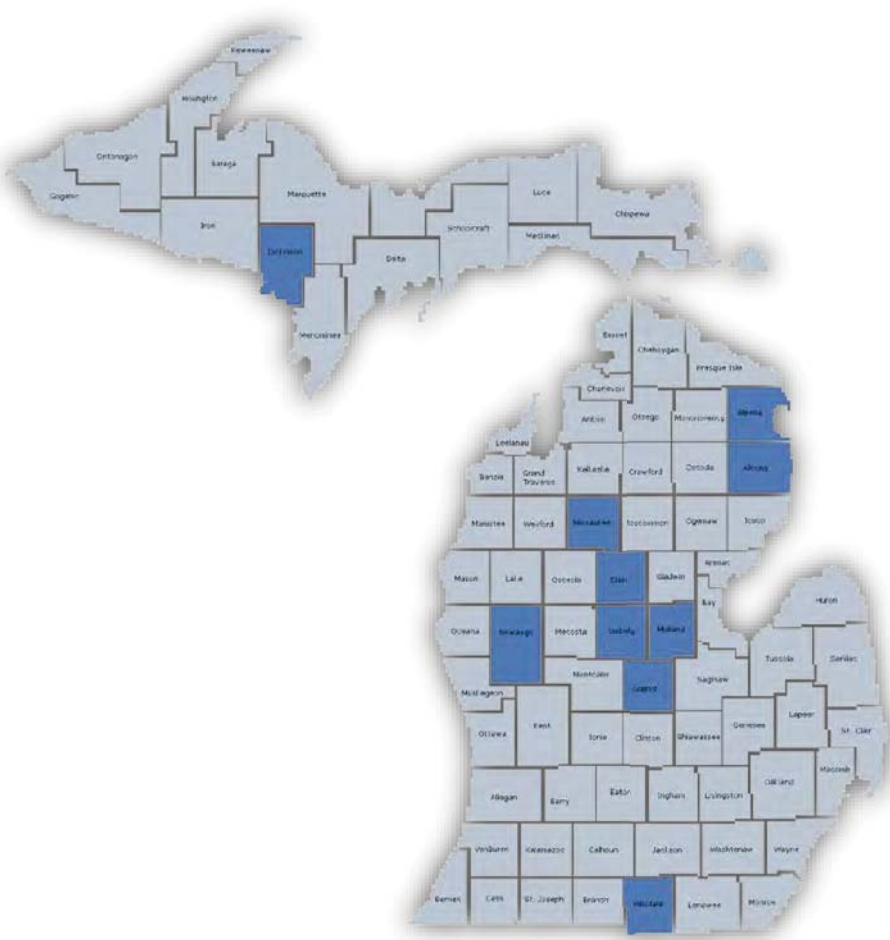
# OTTAWA COUNTY RFP 20-06

## SECTION 2. EXPERIENCE & QUALIFICATIONS

JailTracker has been providing Jail Management software for the past 18 years. 14 full-time employees maintain over 200 facilities across 26 states. Facilities range from small jails (15 offenders) up to statewide Departments of Corrections (8,000 Offenders). More than 25% of the staff have worked in the industry as Jailers or Jail Administrators and the Support and Project Management teams have over 30 years working in corrections, jail software implementations and technical support.

JailTracker is the number one provider of jail solutions in Michigan - installed in Newaygo, Isabella, Clare, Hillsdale, Midland, Alcona, Dickinson, Gratiot and Missaukee. Alpena County is currently in the implementation process.

A key benefit of the proposed solution is scalability. JailTracker can be implemented in any size agency and has a history of conducting scalable implementations. The current Project Manager has experience with successful implementation projects working with multiple stakeholder groups of various sizes - ranging from one person at one site to multiple individuals at eighteen sites (Department of Corrections).



JailTracker has developed and installed a host of integrations at customer sites; offender commissary vendors, phone vendors, Livescan vendors, EMR vendors, RMS vendors, State systems, mugshot vendors, VINE, etc. The Implementation and Development teams will provide the requested integrations based on specifications provided by the County and their vendors. Data transport for integrations can be accomplished using a variety of methods, such as FTP, web services, Messaging, database query, SSIS, and ODBC.

## **OTTAWA COUNTY RFP 20-06**

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### **SECTION 3. COMPARABLE PROJECTS**

JailTracker has performed implementations for over eighteen years for projects that range in size and complexity, including agencies similar to Ottawa County.

JailTracker approaches each implementation as an individual project and will provide a scope specific to the project, working with the agency to determine the scope and create a custom project plan. Lessons learned from previous comparable projects are applied to validate that the implementation process is continually improving and reduces risk to agency operations and staff stress.

JailTracker uses a waterfall project management methodology, which outlines distinct stages that are completed in an accessible, linear fashion. The stages and tasks are customized based on the scope of the project. Each project presents a unique set of challenges, but by using a mature project management methodology and experienced staff, they are mitigated through planning, communication and flexibility. With close to two hundred implementations, JailTracker has never missed a forecasted go-live date and has a 100% referenceable customer base.

Please [Attachment C – Vendor References](#) for reference contact information. Additional references can be provided upon request.



### SECTION 4. PROJECT MANAGEMENT

JailTracker's project management methodology focuses on utilizing defined industry and program management best practices. The methods are process-based and activity-based and include key roles based on the Project Management Body of Knowledge (PMBOK) and the System Development Life Cycle (SDLC). JailTracker obtains as much information and clarification as possible in advance of project launch, even after contract award, thereby ensuring that all parties understand the exact requirements associated with the RFP.

The JailTracker implementation approach will follow the SDLC with County-specified tasks and deliverables. JailTracker, in collaboration with the County, will define and follow formal quality and review procedures. We want to give each of your people the right tools to excel at their job. Your staff members each have specific roles in improving the safety and well-being of the citizens of Ottawa County. We have considered each of these roles and want to connect your people to the right technology.

#### **We have three groups of professionals on our team:**

**Our public safety and corrections veterans** give us products that matter. **Our technologists** give us products that excel. **Our leaders** give us a company that endures.

- 1. Public safety and Corrections veterans** are the conscience of our operations. These individuals keep us committed to the mission; they are the people you will develop a relationship with during implementation, training, and support.
- 2. Executive leaders** are experienced principals who know how to run a business properly. They come from major technology companies and know what it takes to build a company for success. Our leaders focus on developing innovative solutions that will meet the needs of our clients now and in the future.
- 3. Highly skilled technologists** have been instrumental in building multibillion-dollar software products for multiple industries. They know how to make software that is reliable, easy to use, and easy to learn.

#### **Andrew Wright, Executive Vice President**

Andrew brings more than 25 years of business and management experience to Global Public Safety and has worked within the Harris family of businesses for the past 8 and half years. His background includes the management of software development groups, professional services delivery, engineering design for telecommunications, and technology updates; serving private sector companies, federal agencies, state and local government, within the United States and Internationally – always in support of their most mission critical systems. As the business leader for Global Public Safety, Andrew has 100% operational oversight.

- Establish and drive overall project, working closely with client to understand their software goals and objectives in the context of their top business initiatives.
- Provide operational oversight of vendor teams and tasks, ensuring exceptional project execution and client satisfaction.
- Attend project sponsor meetings.
- Drive consistency and efficiency of all quality and testing efforts for product development, from the concept/planning phase through product release.

## **OTTAWA COUNTY RFP 20-06**

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- Work closely with client to understand project vision and requirements, ensuring that vendor teams have a complete understanding of objectives and goals.
- Be accountable for the integrity of the methods, tools, delivery and efficacy of the software solution.

### **Richard Mackin, Project Manager**

Rich held a twelve year career in Corrections prior to joining the team. Since then, he has worked in multiple roles; Trainer, Project Manager, Sales, and as a Solutions Architect. He has guided over 100 facilities ranging from small agencies to large Departments of Correction through successful project implementations. Rich's responsibilities are:

- Facilitate and lead coordination meetings, ensuring internal team members and client have a clear understanding of the implementation process.
- Provide comprehensive project plan outlining implementation, phase in, testing, and post-project support.
- Monitor all project components and responsible parties during the project, tracking task completion, system construction, data migration, and overall progress.
- Provide written status reports to client and internal teams on project progress, ensuring all parties are informed and up-to-date.
- Communicate upcoming milestone completion no less than two weeks prior to milestones being finished.
- Authorize changes to project plan as needed to ensure intended quality and execution of product deliverables.
- Collaborate with internal and external team members if unforeseen solutions are required, procuring additional support and resources as needed.

### **Dalton Jones, Director of Research & Development**

Dalton created JailTracker almost two decades ago, and continues to contribute to product development for our suite of solutions, building a wide variety of coding and troubleshooting skills. He manages a team of software engineers, data specialists and product managers. A unique talent of taking customer feedback and quickly transforming it into working functionality has made Dalton a valued member of the team. The R&D Director's responsibilities are:

- Direct and implement the vendor's research and development objectives and initiatives.
- Ensures research and development activities maintain the organization's competitive position and profitability.
- Makes recommendations based on research findings and product performance.
- Creates functional strategies and specific objectives and develops procedures to support the functional infrastructure.

### **Sarah Lee, Regional Sales Representative**

Sarah has been in the sales department of Core Technology Corporation since 1994, and originally focused on Unisys and AS/400 terminal emulation. In 2002, the Core team began providing public safety solutions and LEIN access to Sheriffs' Departments, Police Departments and Central Dispatch agencies in Michigan. Having been the Account Representative for Ottawa County and Michigan's

## **OTTAWA COUNTY RFP 20-06**

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Region 6 for the last 15 years, Sarah has a long history with our customer base and knowledge of our products and the needs of public safety agencies. Sarah is responsible for customer care, product education and sales for public safety agencies in Regions 5, 6, 7 and 8 in Michigan as well as a few other states.

Additional experienced and qualified staff members are directed by the Project Team Leads above, and will contribute to the development, implementation and support of your project as necessary. This project will be managed and supported by a deep bench of full-time Global employees, no subcontractors will be used.

## **OTTAWA COUNTY RFP 20-06**

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### **SECTION 5. SCHEDULING/AVAILABILITY**

JailTracker provides a tailored implementation plan and a dedicated team for each project. Projects of similar size and scope to Ottawa County are assigned a minimum staff of a dedicated Project Manager, two Trainers (subject matter experts), a Data Engineer and a Research & Development Specialist.

Based on the listed requirements and requests in the RFP, the preliminary implementation timeline is estimated at approximately three to six months. Historically, agencies of the size and complexity of Ottawa County have been implemented in an average four months. An important assumption to support the timeline is that the County and JailTracker work together through all stages of the implementation.

To avoid over-commitment of resources, the JailTracker project team outlines dedicated time and resources based on a careful evaluation of the scope of work. Oversight of resource scheduling is handled by the Project Manager ensuring that project team members are not over committed.

JailTracker will provide a series of documentation throughout the implementation; one of which is an Assumptions Log. Below are listed some common items, however, once the scope of the project is defined, the assumptions log will be tailored to fit Ottawa County.

#### **Assumptions**

- The County will work with JailTracker to approve and sign the statement of work (SOW).
- The County understands that any work outside of the agreed-upon scope will require a change order and may incur additional costs.
- The County will work with JailTracker to agree upon a Project Plan and Timeline.
- JailTracker will provide the County with recommended hardware specifications, including peripherals (scanners, cameras, etc.).
- The County will provide JailTracker with stakeholder list including contact information.
- The County will work with JailTracker to develop and approve a Go-Live plan.
- The County will provide JailTracker with a list of all vendors that require an interface including contact information.
- JailTracker and the County will work together to develop and set in place a Training plan for pre-go live training as well as onsite training/support, as current state restrictions allow.
- The County and JailTracker will work to create a Business Process Review timeline and agenda.
- The County will provide JailTracker with a copy of their data for conversions. County staff will determine the best method for retrieving the data. The County will also provide JailTracker with subsequent copies of data backups, if needed.
- The County and JailTracker will agree to meet for status calls based on the current state of the project maintenance of the project timeline. County stakeholders are expected to be present for the status calls.
- During the data conversion, the County will work with JailTracker to address data related questions to ensure the conversion is successful.
- During the conversion, JailTracker data engineers will create a mapping document to provide to the County. The County will need to review the document, and once approved they will need to sign off that the document is correct.

## OTTAWA COUNTY RFP 20-06

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- A data validation will occur after each data iteration. JailTracker staff and the County will work together to review the data iteration to check and confirm the integrity and accuracy of the converted data.
- JailTracker staff will provide the County with a formal Action Items list after each validation outlining areas that require correction.
- During the implementation process, JailTracker will send the County sign-off forms for various milestones completed. The County is expected to review the forms, and if approved; sign and return to the JailTracker Project Manager.
- The County and JailTracker to work together to complete the Business Process Review.
- The County is expected to order and have all hardware required for the operation of JailTracker thirty (30) days prior to their scheduled Go-Live.
- JailTracker will show the County how to install the JailTracker client on workstations. The County is expected to install the clients on all appropriate workstations.
- The County will provide JailTracker with access to their server using a remote log in software approved by the County.
- The County will provide JailTracker with log-in credentials to their server, preferably a local admin account.
- The County to provide a training area (room) and workstations to their staff. Workstations will need to be connected to the County network and able to access the JailTracker server.
- The County to ensure on training workstations that the JailTracker client is installed and updated.
- The County is expected to ensure that staff are assigned to the correct training classes and are actively participating.
- During the user acceptance phase, the County will be tasked with testing/training and providing feed back to JailTracker based on their user experiences.
- Interfaced vendors are expected to provide direct communication to any points of contacts that are required to successfully implement the required interfaces.
- The County and vendors are expected to test interfaces to ensure proper functionality and provide feedback to JailTracker staff.
- Any deviation from the originally agreed-upon scope of the project will result in a Change Order, and may also result in additional charges. In order to move forward with the project, a signed Change Order and quote (if applicable) must be received by JailTracker.
- The County is expected to review and return all sign-off sheets during the project.
- JailTracker staff will maintain an issue log based on feedback from the County, provide updates on any issues that may have been presented as well as action items list, if applicable.
- The County and JailTracker will maintain communication during the project process.
- JailTracker will provide the County with a Project Close sign-off sheet once the project has been completed.
- The County is expected to return a signed copy of the Project Close sign-off sheet.
- JailTracker will host a post project call at the end of the project to reflect on the process.
- The County is expected to join JailTracker staff during the post project call to discuss their views on the project implementation and provide feedback.

## **OTTAWA COUNTY RFP 20-06**

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### **SECTION 6. COURT CASE MANAGEMENT SYSTEM**

A Court Case Management System is not included in this proposal, however, JailTracker is open to developing an interface with County's chosen product based on evaluation of the scope of work.



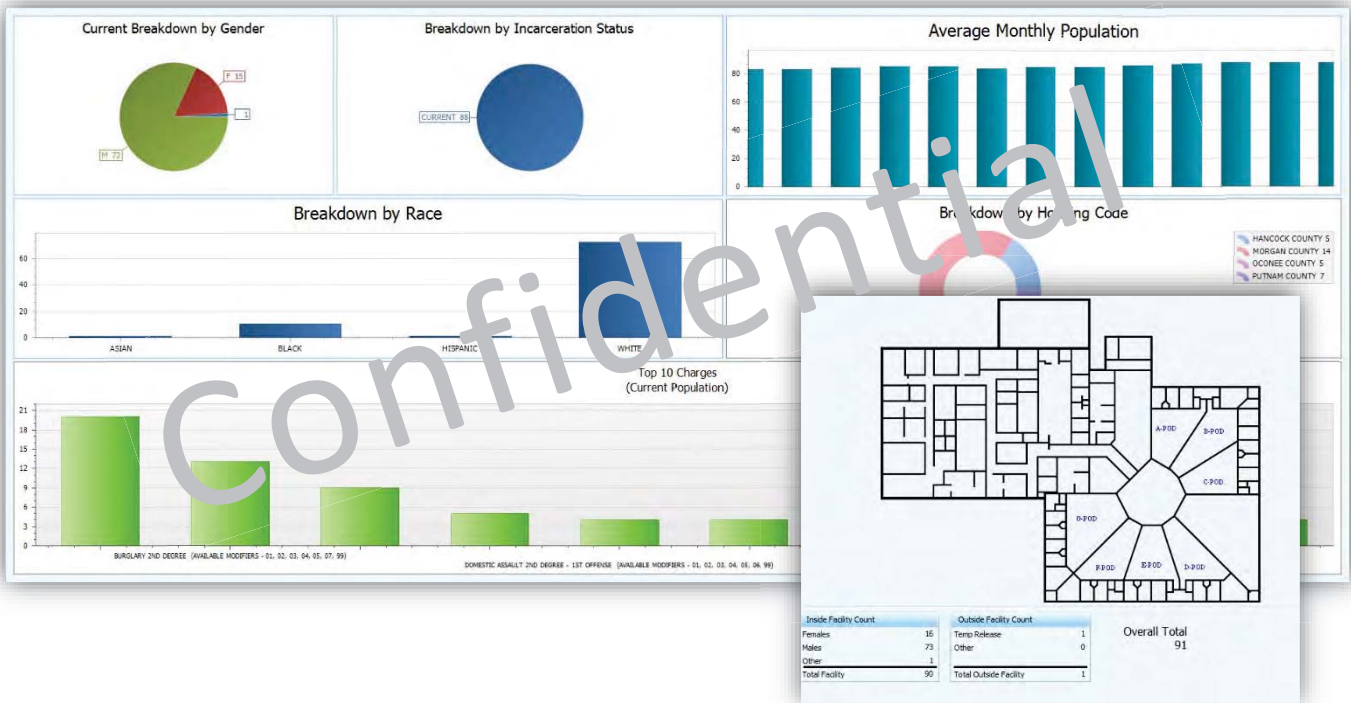
# OTTAWA COUNTY RFP 20-06

## SECTION 7. JAIL MANAGEMENT SYSTEM

Images and Screenshots are intended for the evaluation of this proposal by Ottawa County staff. They are represent trade-secret and confidential information and should not be released beyond the selection committee for this RFP.

### A) APPLICATION FUNCTIONALITY

- i) **Search Engine.** JailTracker provides a robust search engine based on a multitude of criteria and/or features. Offender data can be queried by partial information, as well as various data fields, i.e., last name, first name, jacket, booking number alias, case number, SID, date ranges, etc. JailTracker also provides a biometric feature (facial recognition) to validate the identity of an offender.
- ii) **Reporting / Analytics.** JailTracker provides over six hundred reports out of the box with configurable parameters like date range and ordering in three distinct areas; Inmate Records, Facility, and Accounting. JailTracker also provides specific state and federal reports such as JIPS, SSA, SCAAP, Federal Annual, and Veterans Affairs. A custom report writer based on DevExpress allows the agency to create as many custom reports as needed. JailTracker support staff is committed to advising and supporting Ottawa County in creating reports tailored to their needs. All reports in JailTracker can be exported in different formats such as PDF, HTML, RTF, XLS, XLSX, CSV, Text, and image files. For large data collection projects such as grant writing, JailTracker can provide the agency with a nightly raw data dump that the agency can use to create their own specific reports. The configurable Dashboard and Facility Layout give a quick snapshot of information critical to the agency.



- iii) **Business Rules Engine.** The proposed solution provides agencies the ability to configure/customize multiple areas within the software to fit the agency's business rules. JailTracker will work with the agency to determine specific business rules to meet their needs.
- iv) **Workflow Engine.** JailTracker's booking/releasing process is based on a wizard; a help feature that automates complex tasks by leading the user through a series of easy-to-answer questions or logical steps. This and all wizards are fully configurable by the agency. JailTracker recommends that the facility use their current workflow to setup required steps, data collection fields and report creation. Wizards can be refined as regular use identifies areas for improvement. JailTracker does not limit the agency to creating only one type of wizard. The agency is encouraged to create as many wizards as needed based workflows and processes like classification, triage, assignment, rebook and release. Data collected by the wizards is accessible during the booking process as well as any other time when an inmate's record is viewed or modified.
- v) **Financial Management (Payments, Cashiering, Accounting, Collections).** As part of the solution, JailTracker has a built-in robust GAAP compliant Accounting module that allows agencies to manage Inmate Trust Accounts. A multitude of actions can be completed within the module such as; managing bank accounts, Account Reconciliation, General Journal Entries, Offender Deposits, Offender Fees, Bonds, etc. The County can create settings based on agency business rules such as deposit/fees percentages, priorities, vendor maintenance, accounts, etc.
- vi) **Identity Management.** The solution captures a variety of data fields to manage offender identity, along with biometrics for offender identification validation. The facial recognition module provides offender photos to cross-reference all offender indexed images within the software.
- vii) **Knowledge Management.** JailTracker provides a Document Imaging module to support scanning and/or importing of documents directly to the software. This module also allows for the importing of audio, video, and/or photographs. Attachments are stored within the offender's record and can be recalled at any time. JailTracker provides searching tools for agencies to utilize to recall documents from previous incarcerations, as well as search by categories. All attachments are saved to agency-configurable categories, and security can be added to the categories - limiting the rights associated to documents attached to the offenders.
- viii) **Integration Engine.** JailTracker has a long standing history of providing integrations with vendors. Integrations have been created for offender commissary, offender phone system, Live Scan, accounting systems, kiosks, medical (EMR), victim notification, IRIS Scanning, records management systems, and many more. Integration configurations are completed based on customer specifications. JailTracker utilizes a several different methods to transfer data such as FTP, web services, Messaging, database query, SSIS, and ODBC.

## OTTAWA COUNTY RFP 20-06

ix) **Enterprise Security.** Since this is an on-premise solution, the agency is tasked with ensuring that the data is security, storage is allocated, backups are created, and a disaster recovery plan is completed. The implementation team will work with the agency to make recommendations for Enterprise Security.

### B) SECURITY MANAGEMENT

Security is controlled through role and/or user-based permissions configurable by the agency - no access, read only, limited control options, and full control. Administrative Users are the only group that can provide security access within the software. Security is set on the facility level (on all feature tab/icons) as well as inmate records.

### C) USER INTERFACE

JailTracker provides a sleek and modern tab-based user interface. This provides an organized flow through the various areas of the software without sacrificing time to locate areas of need.



### D) BOOKING (LIVE SCAN, MUGSHOT INTERFACE)

JailTracker has several tools to verify identity during the intake process.

- Scan a State-issued ID and/or Driver License.
- Facial recognition - match new intakes by comparing their front mugshots with those already stored in the JMS.
- Comprehensive search - run the entire database on criteria such as Name, Jacket Number, Booking Number, Social Security Number, Alias and Incarceration Status (current, hospital, released, temp).
- Integration with established vendors of biometrics, i.e. fingerprinting.

Positive search results will provide a complete list of an inmate's previous incarceration records in one screen, where the user can elect to book on a previous record. Selecting to book on a previous record will automatically link the new intake to their previous Jacket Number, as well as populate elected fields with information from their previous record. If no record is found, the user can elect to create a blank booking, which automatically assigns the next available jacket number to the inmate. JailTracker's booking process is based on a wizard; a help feature that automates complex tasks by leading the user through a series of easy-to-answer questions or logical steps. This and all wizards are fully configurable by the agency. JailTracker recommends that the facility use their current workflow to setup required steps, data collection fields and report creation. Wizards can be refined as regular use identifies areas for improvement.

## OTTAWA COUNTY RFP 20-06

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JailTracker provides the agency multiple integrations that have been completed the majority of JailTracker's 200 installations for offender commissary, offender phone system, Live Scan, accounting systems, kiosks, medical (EMR), victim notification, IRIS Scanning, records management systems, and many more. By providing integrations the solution allows for the expediting of data entry while mitigating redundant entries.

### E) INMATE PROFILE MANAGEMENT

- i) **Fast-track Booking Form (created by patrol).** JailTracker can work with the current RMS vendor to provide integrations which would allow for the fast tracking of a new booking. The integration allows for the prepopulating of information directly in the JMS, allowing for the users of the JMS to only capture the remaining information needed.
- ii) **Medical.** JailTracker provides a medical feature allowing for the capturing of offender medical information. The feature also allows for the logging and managing of offender "sick calls", medication lists, medication distribution/logging, medical notes, medical document imaging, and medical monitoring. Agencies are provided a questionnaires feature allowing for the configuration of medical/mental health questionnaires that can be utilized to capture medical information about an offender. The solution also provides the ability to integrate with electronic medical records vendors.
- iii) **Arrest Data / Historical Incarceration Data.** The arrest charges tab in the offenders record allows for the capturing of offender charges and associated information such as bond information, court information, release information, document managing, etc. Charge tables are maintained by the agency and can be simplistically updated to reflect the most recent code table. Charge information is historically saved and can be recalled in a variety of fashions.
- iv) **Classification System.** JailTracker provides agencies with two classification methods; a yes/no decision tree and a Points-Based classification. Agencies are able to create as many classification structures as needed. Inmate classifications are saved and become part of an inmate's history. Based on the parameters, questions, and point values assigned, the Classification feature will provide an outcome based on configurable facility policies.  

JailTracker recommends that specific groups/individuals be notified using an Auto Notification trigger that a re-class is needed, classification has changed, classification has not been completed, etc. This allows the user to begin the classification process while still having access to the inmate record to cross reference information while completing the classification.
- v) **Property/Inventory.** The Property tab includes image attachment, batch-add and editing features within the JailTracker software. Property can be stored in multiple locations to signify the current position of the property, as well as its long-term storage location. Property locations can be changed at any time either by single item or multiple (batch) items, and also hidden when in use to prevent inadvertent assignment of the same property location to multiple inmates.

Property can be released by selecting individual or multiple items. Released property is not deleted – a date/time-stamp is stored with the property information. JailTracker provides the agency the ability to also log and track assigned property such as bed rolls, linen, uniforms, etc. This is accomplished by using JailTracker’s custom forms feature.

- vi) **PREA (Prison Rape Elimination Act) Documentation.** JailTracker provides the agency with the ability to create and maintain questionnaires, custom forms, and assessments for processes like medical, mental health and PREA inquiries. Coupled with the Auto Notification module, triggers can be customized based on answers to specific questions. Triggers can generate notifications that are sent to specific groups and/or individuals based on the agency's workflow.
- vii) **Inmate Alert System.** Alerts can be added based on specific configurable categories under the Alerts tab, which serve and translate to various features/functions in the software. JailTracker recommends that triggers be created for the addition/changing of alerts to notify specific groups/individuals on the addition/changes of alerts. Alerts are always saved in an inmate’s history regardless of expiration date, and both current and/or expired Alerts are displayed in the view. Future expiration dates can be set using previous expiration dates. For example, if an inmate is on a special diet for seven days, the agency can add an Alert and set it to expire seven days from creation. The Alert would deactivate after the expiration date (a historical record will still exist). When an Alert is added to an inmate’s record, JailTracker recommends a setting be configured by the agency that dictates it to be the first item that opens before entering data to that inmate record. This provides users with immediate notification of any Alerts the inmate may have. Once added to an inmate record, an active Alert highlights the Alerts tab in red. The Keep-A-Part Alert category allows the user to add any keep separates for the inmate. When adding this type of Alert, the inmates are linked by their jacket number. The inmates will maintain that link even if there are name changes associated with their records. JailTracker also provides validation when assigning inmates to event schedules, programs, and/or cell locations where the user is notified of any conflict with the assignment.
- viii) **Suicide Prevention Screening.** JailTracker provides the agency with the ability to create and maintain unlimited questionnaires for processes like medical, mental health, suicide prevention screening and PREA. The questionnaires are maintained by the agency and can be implemented during specific workflows such as the Booking Wizard. Coupled with the Auto Notification module, triggers can be customized based on answers to specific questions. Triggers can generate notifications that are sent to specific groups and/or individuals based on the agency's workflow. For example, if a question is selected as “yes” that indicates the offender is suicidal, a notification will automatically generated to notify specific groups such as medical, supervisors, etc.



F) INMATE TRACKING

- i) **From Intake to Release.** JailTracker provides agencies a myriad of functions that allow for the tracking of offender movements throughout the lifecycle of an incarceration. Areas in which track movements are cell assignments, shift logs, mobile applications, manual movements, and release types.
- ii) **Data extraction / reporting.** The solution provides the agency with over six-hundred reports that can be generated in order to provide data. JailTracker’s reporting feature also allows for the exporting of reports in various file formats such as CSV, XLS.PDF, HTML, MHT, RTF, XLSX, TEXT File, and IMAGE File. JailTracker can also provide the agency raw data dumps based on specified time criteria agreed up with the agency.
- iii) **Inmate Movement and Activities.** Inmate movements and activities can be tracked using various features as part of the solution. Offender cell assignments can be provided via the cell assignment feature. Offender cell movements can also be pre-created with JailTracker’s move list feature allowing the agency to simply build a pre-determined move list. Once all physical moves are complete, the user can simply click the “move” button all inmates are moved within the software immediately. JailTracker also allows the tracking of offender movements utilizing the mobile application. This feature provides methods to capture the offender movement manually or via barcode scanning. All movements captured are stored for historical reporting.
- iv) **Graphical Population Tracker.** JailTracker’s Virtual Greaseboard provides the agency a visual representation of their offender population. This feature also provides multiple data points that can be viewed directly from the application such as cell assignments, cell capacities, offenders with alerts, offenders with holds, gang affiliations, housing agencies, etc. This feature provides for a predetermined refresh rate (configured by the agency) to allow the most recent data to project.

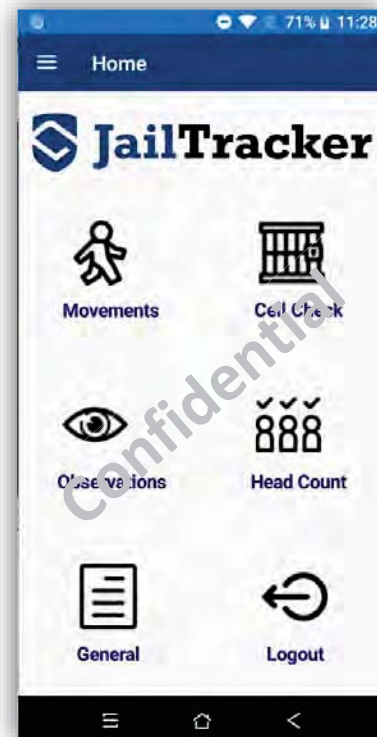
CURRENT (7/7/0)	B3-2-TUNSTALL, TERRENCE	APPERSON, JASON	F5-1-TURNER, ERVIN	DECKARD, ELLIS
CRITES, DALE	C-POD (6/6/12)	E-POD (10/11/12)	G-POD (7/7/24)	HOBLIA, ROBERT
inmate, john	C2-1-COKE, MERLE	E2-2-BAILEY, DUSTIN	G05-2-BOYLE, DANIEL	RICHMAN, DALLAS
JULIUS, ERIC	C5-1-DALTON, SCOTT	E4-1-BUNETA, MICHAEL	G09-2-EDWARDS, KEVIN	STEPHENS, DUSTIN
MOUSE, MICKEY	C3-1-DIXON, ROBERT	E3-1-FELLMAN, WILLIAM	G08-1-FULLER, TIMOTHY	
A-POD (8/8/12)	C1-1-KIRK, ROY	E2-1-FLEMING, MICHAEL	G09-1-GARNETT, BENJAMIN	
A2-2-BACON, CHRIS	C5-2-MCCARTY, HENRY	E1-2-HAM, JACK	G01-1-HAHN, JEREMY	
A5-1-CHILDS, MATTHEW	C6-1-STIDHAM, BENJAMIN	E6-2-KENNEDY, KERRY	G06-4-HALE, JASON	
A2-1-DOBBS, LINELI	CLEAN BULL (1/1/4)	F1-1-LILLY, SAMUEL	G02-2-VANWINKLE, COREY	
A1-2-EASTEP, JEFFREY	BERGEN, TABETHA	F6-1-MALLON, DANIEL	H1 (1/1/1)	
A3-1-GARCIA, DAVID	POD (11/1/20)	POD (11/1/20)	POD (11/1/20)	
A4-1-GOWIN, HEATHER	D2-1-BROWN, CYNTHIA	F2-2-MARR, ATHANASIOS	F2 (1/1/2)	
A5-2-SANCHEZ, ANTHONY	D1-1-BARNETT, BOBIE	F1-1-REUBEN, JOHANNATHAN	MITH, ANDREW	
A4-2-WATKINS, BILLY	D6-1-ROCK, RICHARD	POD (7/7/16)	MEDIC (2/2/2)	
B-POD (11/11/20)	D4-1-ELKINS, KAYLA	F1-2-ALLEN, ROBERT	SMITH, JAMIE	
B5-3-BEAL, MICHAEL	D1-4-ENGELHARDT, LETISHA	F2-1-CONRAD, JASON	SMITH, JUANITA	
B6-2-BURKETT, SHAYNE	D4-2-FUQUA, JENNIFER	F6-3-COWSERT, CHAZ	OFF SITE (4/4/75)	
B1-4-DOUGLAS, NOEL	D1-3-GRAY, HEATHER	F2-2-CREASEY, LANDON	COLBY, SAMUEL	
B2-1-HIGH, MARK	D4-4-KING, ALISHA	F4-1-FIDDICK, PRESTON	HARDY, DONALD	
B1-2-JOHNSON, COURTNEY	D3-2-MCINTOSH, DAKOTA	F6-2-MCCOWN, MATTHEW	STRUTTON, JOHNATHON	
B2-2-MADDERN, GENE	D4-3-REYNOLDS, MARILYN	F3-2-MEDLER, JOSHUA	WALKER, JAMES	
B1-1-ROBINSON, MATTHEW	D2-2-SPECHT, KIMBERLY	F6-4-MERIDA HERNA, ESWIN	PADDED (2/2/1)	
B4-3-SANDERS, JOHNNY	D3-1-STONEKING, CHRISTIAN	F3-4-NEWBY, STEVEN	CLELAND, CHRISTOPHER	
B5-2-SCHAFFER, SETH	DIRTY BULL (2/2/4)	F5-2-TAYLOR, RANDY	Madena, Funky	
B4-1-STOLTZ, ZACHARY	APPERSON, CARLA	F4-2-TERRY, WILLIAM	WORK RELEASE (4/4/6)	

- v) **Integration with Prosecutor/Courts for Charge Information, Release/Outdate.** JailTracker provides integration with a plethora of software vendors. JailTracker will work with the agency and vendor to provide the integration based on specifications requested.
- vi) **Probation/Parole Inmate Status.** The solution provides multiple areas in which the agency can use to define Probation/Parole Status. Some of these areas are offender classification (not to be confused with security classification), charges/status, holds, alerts, etc. All areas provide for adjoining reports.
- vii) **Jail Program Enrollment Records.** The Programs Module allows the agencies to enroll offenders in programs. Within the module agencies can track attendance as well as final status of the program (pass/fail). Agencies also have the ability to generate a multitude of reports detailing enrollment records. Using custom forms, the agency can create program eligibility forms and/or wait lists.
- viii) **Work Release Program Management.** JailTracker's Scheduling Module facilitates event scheduling for inmates, such as work releases. Scheduled events transfer to different areas in the software, like the Programs module and the Check in/Check out feature described below. They are also displayed on the inmate's Quick Summary for immediate reference.

Inmates who leave the facility for events such as work release, can be digitally logged using the Check in/Check out feature. The feature displays all inmates that are scheduled to be checked out, as well as those that are expected to check back in. A visual warning is set for inmates that are past their check-in time. Coupled with the Auto Notification module, messages can be sent to selected groups/individuals with an alert that inmates in question have not returned.

JailTracker's mobile application also provides another avenue in which the user can manage work release programs. Using the application, the agency can scan barcodes that would denote the offender went to work and when the offender returned. All scans are historically saved within the offender's record and can be recalled with JailTracker reporting feature.

- ix) **Transportation Module.** The solution does not offer a separate "Transportation Module", however, using multiple features of JailTracker such as, custom forms, scheduling module, check in/out feature, etc.; agencies are able to capture offender transports as well as logging vehicle information. JailTracker staff will work in concert with the agency to assist in setting up these forms in order to capture the information needed as well as providing reports that can be generated to provide transportation information.



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- x) **Detective Watch List Tracking.** JailTracker provides a multitude of features and functions to be used for a Detective Watch List. JailTracker will work in concert with the agency to determine the specifications needed to satisfy the requirement.

### **G) OFFICER CONTACT INFORMATION**

- i) **Activity Logs Daily Log/Shift Reports.** The Audit Shift Log feature serves two purposes; to digitally capture an officer's daily log and monitor/audit changes made to inmate records. Officers can log events such as activity log, daily logs, and shift reports directly into JailTracker, dispensing with paper logs. Logging of events are assigned to configurable categories providing the ability to filter/sort as well as report on specific categories.
- ii) **Staff Shift Assignments.** JailTracker provides a Staff Shift Assignment feature allowing agencies to create staff assignments. This area is configurable by the agency allowing for the creation of the various shifts and areas staff members can be assigned. This area provides multiple reports and provides historical achieving of previously created assignments.
- iii) **Incident Reporting.** JailTracker's Incident Reporting feature provides the agency with the ability to capture their incident reports within the software. A customizable wizard leads the user through collecting all pertinent data elements, i.e.; incident categories, use of force, subjects (including 'no subjects' for informal reports or unnamed subjects), witnesses, details and narratives. Incidents support the attachment of documents, video and audio files. Using the Auto Notification module, triggers can be set to notify specific groups/individuals of changes such as incident statuses, specific incident categories and disciplinary action. Incident queries can be run from the facility level on a single parameter such as offender, or multiple parameters such as all reports involving a specific offender, in a specific category, and occurring between named date ranges.
- iv) **Payroll Timecards.** The solution does not have true Payroll Timecard module, however there are specific areas that can be used to mimic a payroll time card. Should the agency utilize a 3rd party software solution for timecards, JailTracker can work with the agency to provide an integration based on their specifications.
- v) **Training Records.** JailTracker provides the agency the ability to schedule and track staff training. Training records can be generated via reporting to display the various training sessions attended and pass/fail status. Agencies also have the ability to scan/import training documents/certifications directly to a staff member's record for simple recollection.

### **H) DATA EXCHANGES**

JailTracker has a long standing history of providing data exchanges with various vendors based on various specifications. Ottawa County already participates through their RMS in the primary data exchange solution in Michigan developed by Core Technology - MSP ISERVICES, where agencies across the state query data from Records Management, Jail Management, Court, Mugshot and other systems. Using JailTracker will add Ottawa County JMS records to the data exchange and facilitate access to search the network while booking inmates into their own system.

### I) BONDS

- i) **Bond Information/Documentation.** The solution allows for the entering and tracking of bonds for offenders. Charges history will provide the agency a change log of the various bonds that are associated to the charge (i.e. If a bond goes from \$5000 cash to \$5000 10% the change log will display this). Within the arrest charges tab, users can also scan/import documentation directly such as bond orders/changes. This provides the user with documentation readily available at their fingertips.
- ii) **Fines and Costs.** JailTracker also provides the agency the ability to pay bonds and/or fines. Simply add a fee for bond/fine, and then deposit the payment against the fee as necessary. A corresponding bond report will generate based on criteria provided by the agency. Configurations of fee categories and or priorities is completed by the agency.

### J) ACCOUNTING

- i) **Trust-Fund Accounting.** JailTracker's configurable, GAPP-compliant accounting module supports account reconciliation, general journal entry (positive/negative adjustments), accounts payable/receivable, transaction queries, deposits, payments, mass deposit, mass fee addition, creation of fee categories, vendor maintenance, accounting settings and more. Each inmate's record contains a Money tab that houses the inmate's trust account information. From this area, users can add specific fees, enter deposits, transfer funds and refund trust balances. All transactions are stored and can easily be recalled in the "Trust Account Transactions" tab.
- ii) **Kiosk for Trust Fund Deposits.** The proposed solution provides integration with vendor kiosk systems allowing for the depositing of funds for an offender. JailTracker has implemented this integration in multiple sites.
- iii) **Accounts Payable and Accounts Receivable.** Addressed in Trust Fund Accounting, J)i) above.
- iv) **Commissary Ordering/Tracking.** The Commissary feature provides the agency the ability to manually or automatically enter commissary ordering and track orders. Method of deployment for this feature will be based on specifications provided by the agency. The commissary feature allows the agency to add/edit their commissary inventory. Multiple data elements can be captured from this area such as items, item price, quantity in stock, minimum stock, unit of measure, item cost, taxable, and many more options
- v) **Express Account.** JailTracker provides integration with multiple vendors to offender deposits to be added from a website, kiosk, and/or by phone. This integration facilitates fund deposits from the methods listed previously, as well as display within the offenders trust account in JailTracker.

### K) VISITATION AND VISIT TRACKING

JailTracker provides a feature for agencies to schedule and track offender visitations. Using the scheduling module, the user can add scheduled offender visits to the calendar as well as create visitation timeslot parameters based on agency policies. Within the offender's record, users can add allowed visitors for the offender.

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This provides the agency the ability to simplistically schedule and log offender visits for “allowed visitors”. JailTracker Facility visitor feature (professional visits) allows agencies to capture and maintain facility visitor information. Facility visitors can be attorneys, clergy members, teachers, etc. Visitations with family/friends as well as professional visits; can be logged. JailTracker provides a multitude of reports the agency can use to generate visitation information.

### **L) BARCODING / INMATE WRISTBAND IDENTIFICATION**

JailTracker includes a mobile application to capture barcodes to track offender movements/activities with a multitude of features such as cell checks, headcounts, general movements, observation logging, etc. JailTracker’s wristband report provides a unique generate barcode so the user can associate the offender with a specific activity.

### **M) INTEGRATIONS**

- i) OnBase CMS AS400
- ii) Appriss/VINE
- iii) Securus Phone
- iv) WebTecs Online Inmate Lookup
- v) State Criminal Alien Assistance Program (SCAAP)
- vi) Canteen – Commissary
- vii) Express Account
- viii) Dataworks

JailTracker software has the capability to interface with vendors like commissary, phone, video visitation, live scan, imaging, RMS and EMR. Interface configurations are specific to each agency based on the data elements they require to be sent and/or received. Data can be exchanged in one or both directions using file exchange, web APIs and/or direct database connections. JailTracker currently provides pre-established interfaces with Appriss/VINE, Securus, Canteen, SCAAP (reporting built in to the software), Canteen and Dataworks.



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### **SECTION 8. PROSECUTING ATTORNEY CASE MANAGEMENT SYSTEM**

A Prosecuting Attorney Case Management System is not included in this proposal, however, JailTracker is open to developing an interface with County's chosen product based on evaluation of the scope of work.

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## SECTION 9. IMPLEMENTATION

### PROJECT PLAN

JailTracker’s approach to any project is based upon a desire to efficiently fulfill the stated requirements of our customers while making the transition to a new system as smooth and timely as possible. This section includes an overview of the general implementation process and plan showing the major milestones of the project from contract signing to system acceptance.

### PROJECT TEAMS

At contract signing, the Key Stakeholders are identified.

<b>Ottawa County</b>	
County Project Sponsor	<ul style="list-style-type: none"> <li>• Assumes overall accountability of the Project.</li> <li>• Sets the direction, objectives, and scope of the project in collaboration with the JailTracker Project Sponsor.</li> <li>• Supports the Project Manager and Project Team.</li> </ul>
County Project Manager	<ul style="list-style-type: none"> <li>• Responsible for project communication to key business stakeholders.</li> <li>• Participates in defining the project scope.</li> <li>• Coordinates stakeholder review and signed approval of deliverables.</li> <li>• Provides direction to the team regarding County priorities and interests.</li> <li>• Assists in identifying and resolving issues, risks, and critical dependencies.</li> <li>• Participates with Project Team members in establishing requirements as necessary.</li> <li>• Participates in appropriate reviews.</li> <li>• Receives and acts on escalated non-compliance items.</li> <li>• Assists in resolving delivery issues unresolvable at lower levels.</li> <li>• Ensures that business problems/issues are appropriately escalated and resolved.</li> </ul>
County Steering Committee	<ul style="list-style-type: none"> <li>• Guides the project and has ownership for final decisions for the County.</li> <li>• Fosters commitment of all project participants and departments.</li> <li>• Keeps senior executives informed of any major external or internal factors that have an impact on the project.</li> <li>• Removes obstacles to the project.</li> <li>• Resolves jurisdictional and political conflicts arising during the project.</li> <li>• Supports the Project Sponsor and Project Manager.</li> </ul>
County IT Manager	<ul style="list-style-type: none"> <li>• Provides visible top-down leadership and support for the project through their chain of command.</li> <li>• Communicates project messages throughout their organization.</li> <li>• Supports engaging their staff to participate in the project where needed.</li> <li>• Works in collaboration with JailTracker R&amp;D Director.</li> <li>• Provides technical guidance for the project team.</li> <li>• Signs-off on environment and configuration solutions.</li> <li>• Provides technical input to change requests.</li> <li>• Is available for project deliverables conformance reviews.</li> <li>• Participates in work product reviews.</li> </ul>
County Subject Matter Experts (SME)	<ul style="list-style-type: none"> <li>• Provides input to requirements and communication pieces as requested.</li> <li>• Participates in User Acceptance Testing and implementation activities.</li> <li>• Supports leadership in communicating key project messages and monitoring training.</li> </ul>

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<b>JailTracker Public Safety</b>	
JailTracker Project Sponsor	<ul style="list-style-type: none"> <li>• Assumes overall accountability of the Project.</li> <li>• Sets the direction, objectives, and scope of the project in collaboration with the JailTracker Project Sponsor.</li> <li>• Supports the Project Manager and Project Team.</li> </ul>
JailTracker Project Manager	<ul style="list-style-type: none"> <li>• Responsible for project communication to key business stakeholders.</li> <li>• Participates in defining the project scope.</li> <li>• Coordinates stakeholder review and signed approval of deliverables.</li> <li>• Provides direction to the team regarding County priorities and interests.</li> <li>• Assists in identifying and resolving issues, risks, and critical dependencies.</li> <li>• Participates with Project Team members in establishing requirements as necessary.</li> <li>• Participates in appropriate reviews.</li> <li>• Receives and acts on escalated non-compliance items.</li> <li>• Assists in resolving delivery issues unresolvable at lower levels.</li> <li>• Ensures that business problems/issues are appropriately escalated and resolved.</li> </ul>
JailTracker Project Coordinator	<ul style="list-style-type: none"> <li>• Works in collaboration with the Project Manager.</li> <li>• Works directly with the agency Steering Committee.</li> <li>• Fosters commitment of all project participants and departments.</li> <li>• Ensures all documentation for the project is maintained and appropriately cataloged for the project.</li> </ul>
JailTracker Director of R&D	<ul style="list-style-type: none"> <li>• Provides technical guidance for the project team.</li> <li>• Signs-off on environment and configuration solutions.</li> <li>• Provides technical input to change requests.</li> <li>• Is available for project deliverables conformance reviews.</li> <li>• Participates in work product reviews.</li> <li>• Provides quality assurance on technical design, developed component objects and configuration, and external interfaces.</li> <li>• Designs and builds the solution, including analysis, technical design, programming, unit testing, data base analysis and design, technical vendor interface, and operations support.</li> </ul>
JailTracker Subject Matter Experts (SME/Trainers)	<ul style="list-style-type: none"> <li>• Provides input to requirements and communication pieces as requested.</li> <li>• Participates in User Trainings.</li> <li>• Provides support to the Project Manager during the Business Process Review as well as the Gap Analysis.</li> <li>• Works together with agency SMEs and Project Leads.</li> </ul>

### PROJECT SCOPE

The scope of the project includes broadly defined activities that outline project deliverables and identify assumptions as well as key success factors. The intent of the scope is to provide a clear definition of the boundaries of the project.

### ASSUMPTIONS

Assumptions are an inherent part of estimating and planning. Project-level assumptions will be identified in the Project Management Plan. Because project-level assumption changes normally result in either a change request (see Change Control and Scope Management) or issue item (see Issue Management), nothing more than identifying assumptions in Project Management Plans is required.

The implementation methodology consists of the following five phases:

#### **PHASE 1: PROJECT INITIATION**

During this phase of the project goals are set, constraints are identified, and the project teams are put in place.

The JailTracker Project Management Team will be responsible for the overall implementation and compliance with the project schedule in conjunction with the County Project Manager. The Project Management Team is comprised of highly qualified and experienced individuals dedicated to customer service and support.

Staff of JailTracker Software will meet with the agency managers to clarify their explicit needs and requirements – everyone’s business process is a little different. JailTracker system design allows our software to conform to the way you do business now, not the other way around.

The Business Process Review (BPR) is the first step of gathering details about your processes and needs. During this process, JailTracker R&D looks to gather both requirements for known and new items, as well as gather background information so that to verify the solution meets the County’s needs.

After the BPR, the team will move into an internal review state. During this time, JailTracker staff may reach out for clarification regarding processes or requests that may not include the level of detail we need to scope out the effort. Once all the necessary details are gathered, JailTracker staff will scope the work internally to determine the development effort. If a change is to occur to the applications existing functionality, a level of risk to the application and existing customer base is examined and mitigated.

Interviews and dialogue with all appropriate persons associated with the facility will be conducted. The purpose of these interviews is to set expectations for both sides regarding the procedures to be followed during implementation and as to the actual performance of the installed product.

Specific information about the County that was learned and gathered during the sales cycle will be used as a basis for the activities during this critical phase as it will serve as the foundation for the remainder of the project.

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Specific activities include:

- Identify key stakeholder and project team members and their relevant roles
- Establish program governance and steering team
- Establish change management and approval process
- Establish risk and issue management process
- Establish communication process and tool
- Define Scope and Contractual Requirements
- Review project scope and contract deliverables/milestones
- Review and discuss program phasing and preliminary schedule
- Discuss internal and external dependencies and limitations
- Conduct risk assessment and develop preliminary risk profile
- Develop mitigation plan and establish critical success factors

### **PHASE 2: PLANNING**

During the Planning Phase, JailTracker defines the responsibilities for the County specific to the project, in writing.

#### PROJECT STAFFING PLAN

Project staffing requirements are identified in the initial project meetings and onsite Business Process Review. As the project progresses, changes and additional details will result in staffing requirements updates to the agreed-to Project Plan and Statement of Work (SOW). At the close of each month, the Project Manager, in conjunction with the project schedule and discussion with the project team, will confirm or re-project staffing needs for future months using the Project Staffing Plan. The skills required in future months will be confirmed or determined, and available people who match the skill requirement identified. The Project Manager will resolve any shortfalls with the Project Sponsor. Significant gaps that cannot be filled appropriately may be highlighted as project issues.

#### PROJECT MANAGEMENT METHODS

Effective project management is critical to the success of any project. The project approach is supported by a well-defined set of project management activities, which include the following:

- **Project Planning:** The project plan outlines the activities required to produce the deliverables, and ensures these activities are defined clearly, estimated accurately, and managed at an appropriate level of detail. Each activity will be assigned to a person responsible for ensuring it is completed successfully. The project plan will be updated throughout the project as new information becomes known. The Project Manager is responsible for ensuring all parties have a complete and up-to-date understanding of the status of the project.
- **Risk Management:** The risk analysis and risk management plan will be assessed regularly and updated as the project progresses. Risk Management includes identifying risk areas of the project and establishing both preventive and contingency actions. These actions are built continually into the project plan, making risk management a daily activity.



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- **Progress Reporting:** To ensure consistent understanding of the status of the project, regular progress reports will be prepared and distributed to both the County Project Team and JailTracker Project Team. As later described, progress reports will include descriptions of activities completed during the previous period, activities anticipated for the following period, and issues and problems that require resolution. Where changes are required to the schedule or plan, revised reports will be attached to the progress report.
- **Progress Monitoring:** In addition to progress reporting, meetings will be conducted with the Project Team on a regular basis. During these meetings, each team member will provide an update of progress made on their activities as well as the estimated completion dates. Any issues and concerns identified during these meetings will be documented in the progress reports.
- **Project Change Control:** To ensure timely and effective delivery of the project, scope is managed tightly. Project change control procedures are reviewed with the team at the beginning of the project to ensure they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing a change to the scope of the project, should that be required.
- **Quality Assurance Reviews:** All deliverables will be assessed by an appropriate reviewer, which ensures all items delivered by the team are clear, concise, and of the highest possible quality.

### COMMUNICATIONS PLAN

Effective communication between the JailTracker and the County is a critical success factor for the project and will be managed as such. Recipients of project communication include County end users, affected County departments, the broader County community, and the Project Team. This section describes how the Project Team's progress will be communicated, as well as how, to whom, and in what frequency the project status will be reported. Mechanisms employed to conduct effective communication include teleconferencing, Internet, e-mail, fax, telephone calls, and face-to-face meetings. Project Team meetings are planned, as required, to facilitate progress and status updates of the project.

The success of the project depends to a large degree on the buy-in and ownership of the system by the users of the system. Communicating the progress of the project and keeping end users involved is critical. To this end, the project plan includes regular distribution of project status reports to the County, as well as periodic informative meetings. In addition, the project plan includes the involvement of key users during the modifications analysis, upgrade, and testing phases.

The Communications Plan documents how people who are participating in the project will receive the information they need to effectively and efficiently complete their tasks.

### RISK MANAGEMENT PLAN

During project planning, project risks are captured, described, and analyzed to form the initial Project Risk Register. Each risk is described and analyzed to determine the probability that the risk will occur and the impact the risk would have on the project should it be realized. A risk strategy will be prepared for any risks with high exposure, calculated by the combination of probability and impact.

The risk strategy defines whether the risk will be accepted, avoided, mitigated, or transferred to another area. The Comments column contains an explanation for "accepting" or "transferring" a risk. Mitigation strategies are defined for all high exposure risks, outlining what actions the project will take to alleviate the impact of the risk should it occur.

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In addition, contingency strategies are defined to address what action will be taken should the risk be realized or adequately mitigated. For each risk, an owner and an early warning sign are identified. The risk owner is responsible for monitoring the early warning signs and activating either the contingency strategy, or plans to lessen or further mitigate the risk.

The Project Risk Register is monitored on a weekly basis for actions and early warning signs. The Project Manager reviews the Risk Register and its updates with the Project Sponsor. Risks are retired only when totally eliminated and a clear explanation noted. Any new risks identified are documented with the appropriate probability, impact, risk strategy and owner. Key project risks, generally risks with a high exposure, are reported to the Project Committee, along with their status and recent activity, each month.

### ISSUE MANAGEMENT PLAN

The Issue Management Plan describes the process for managing project issues. Issues can arise in all project phases. While most issues are completely resolved through the Issue Management process, some may progress through the Change Management process if the resolution impacts the project's charter.

The primary goals of an Issue Management Plan are to ensure that Issues are identified, evaluated, and assigned for resolution. Issue resolutions determined to impact the scope, schedule, or quality of the project go through the change management process. Issue resolutions or decisions are documented and communicated to all affected parties.

### CHANGE MANAGEMENT PLAN

The purpose of the Change Management Plan is to define and agree on how changes are coordinated within the project. The plan addresses how project changes are managed, structured, and how change will occur.

The Project Manager has responsibility for facilitating or executing the change management process and officially provide new requirements, scope, and schedule. Change management is structured based on the process below:

- Identify change—document and log a change request
- Evaluate change—analyze changes to the project plan, work products or activities, and changes to project time and effort estimates
- Assess for risk—assess impact or risk of change to the project, system, or business
- Obtain change decision—propose or recommend the change solution to the County Project Manager, obtain approval, rejection, or rework and negotiate agreements on schedule and effort commitments of all affected parties
- Integrate changes into project plan—update or re-baseline the project plan if required
- Track to completion—track the change from identification through update project plan and schedule

### QUALITY MANAGEMENT PLAN

Project Delivery Quality Processes include reviews of the project management processes, such as adherence to the Issue Management process; Risk Management process; and approvals of project deliverables; etc. Project Results Quality Processes include anything that ensures the stated customer requirements are met, for example, reviews of documented requirements, testing strategies and plans, business processes, application design, etc.

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## DECISION MANAGEMENT

Significant decisions and decision requests that occur throughout the life of the project will be documented through the Decision Management process. The purpose of the Decision Management process is to ensure all team members are aware of, and react to, significant decisions made. Decisions that arise at any time, including those made in team meetings where minutes of the meeting were captured, are recorded on the Project Decision Log.

## PROJECT MILESTONES

The project plan identifies milestones- phases and points at which acceptance decisions are made. Below is an example of the four milestones along with tasks associated to the phase.

<b>Milestone</b>
<b>Preparation Phase</b>
1. Requirements Analysis and Validation
2. Change Management Plan
3. Data Conversion Plan
4. Project Kick-Off and Initiation
<b>Application Customization (Configuration) Phase</b>
5. Development and Unit Testing
6. Data Conversion
7. Integration and System Testing (including Volume Tests)
<b>Review Phase</b>
8. User Acceptance Testing
9. Pilot Operations (on-site at the County)
10. Technical Training for IT personnel
11. Trainer Training
12. End User Training
<b>Implementation &amp; Support Phase</b>
13. Implementation/Go-Live Date
14. Support
15. Documentation
16. System Maintenance and Operations
17. Post Implementation Evaluating and Certification

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Some specific tasks of this phase include:

- Project Kickoff Meeting
- Conduct BPR sessions to assess and document your operational requirements
- Establish the project management plan
- Collect and prepare data
- Develop blueprint for data setup and operational workflow
- Identify and define customizations, if applicable
- Conduct physical site surveys
- Hold system design review to ensure architecture and system components are mapped out and consistent with the network and functional requirements

### **PHASE 3: EXECUTION**

#### INTERFACE DEVELOPMENT

The standard process that the JailTracker team employs for interface development will be applied to this project. The exact scope and requirements for the project will be determined through the steps described below.

All development activities conform to State security standards and protocols.

The JailTracker team approach to interface development is highly collaborative; with County business experts participating in analysis work at various stages to ensure that the solution will be business-ready when deployed by:

- Understanding how legacy interfaces have been used
- Explanation of the relationships between data elements
- Understanding constraints of the underlying systems
- Providing insight to the potential volumes and types of data

This principle is applied throughout the proposed approach using industry-accepted practices.

Interface development tasks are defined in a Project Schedule upon award. They are summarized here for ease of reference.

Initiation:

- Since interfaces are part of the JailTracker product, initiation activities will be covered within the overall project plan and developed upon award and contracts.

Planning:

- Planning activities are covered within the overall project plan and developed upon award and contracts.

Requirements:

- Gather key contacts for interfaces (external systems)
- Identify and confirm data elements in each interface
- Confirm requirements (e.g., direction) and scope
- Map interface data elements to JailTracker database

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### Construction/Test Deployment:

- Develop interface program, including transformation rules (if any). Iterative development and prototyping are used to ensure that interfaces will function correctly in a production setting
- Conduct unit, system and integration testing
- Deploy to production setting for system acceptance testing

### Validation:

- Validation, or User Acceptance Testing (UAT), of interfaces will occur in conjunction with overall system UAT.

### Implementation:

- Since interfaces are part of the JailTracker product, implementation activities are covered within the overall project plan to be developed upon award and contracts.

### **DATA CONVERSION PROCESS**

Source data for the jail management system will include all historical records and offender data from existing systems. The detailed process for data migration and QA control is described in Section 11. Historical Data Conversion.

### **TRAINING**

JailTracker will deliver training and training materials to meet the needs of the County.

### PILOT OPERATIONS

The pilot involves entry of a small number of new cases over the test period to ensure that data is in the correct place, reports are populating correctly, and that new records are being added to the appropriate extracts. Pilot operations will be conducted over an agreed-upon timeframe period prior to go-live. The pilot system database will be wiped clean and re-populated with a full conversion at go-live.

Some specific tasks of this phase include:

- Stage install software
- Configure remote connectivity
- Establish and review backup procedures
- Convert data from legacy applications
- Configure software
- Implement change management processes
- Train system administrators
- Train end users
- Plan the go-live and cutover process



### **PHASE 4: CONTROL**

This phase occurs in conjunction with the Execution Phase, and consists of constant monitoring by the JailTracker's Project Manager.

Some specific tasks of this phase include:

- Monitor and update the project plan
- Ensure quality communication
- Conduct status meetings and provide status reports
- Identify any project-related issues and find resolutions
- Document project change requests

### **PHASE 5: CLOSING**

The final phase of the project takes place when all tasks are finished and the project is complete. An important element of this phase is the conclusion of services by the Implementation Team and the transition of ongoing County support to the Technical Support Team.

### GO LIVE STRATEGY

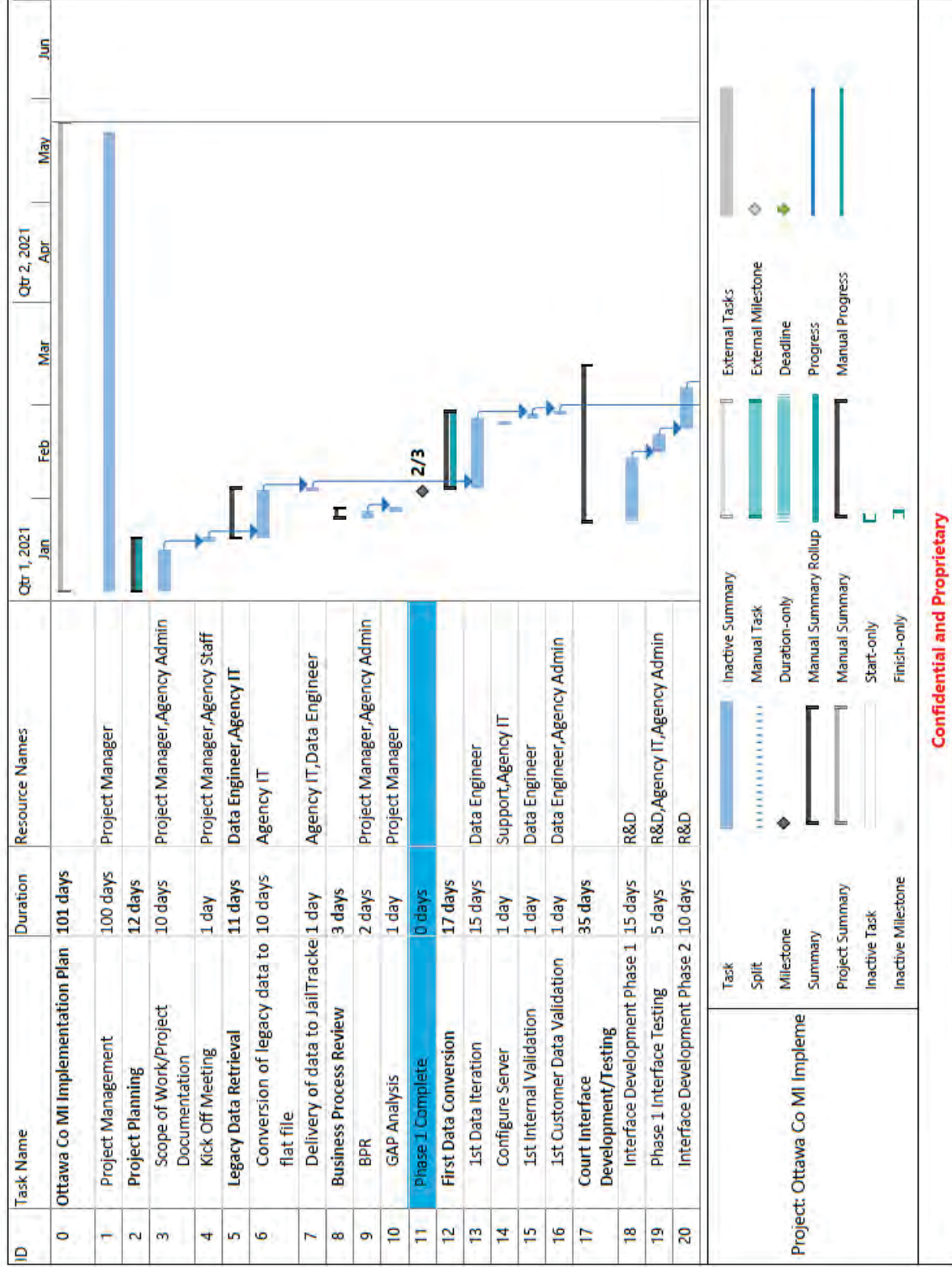
JailTracker will work with the Project Team to support rollout planning and the execution of the final go-live activities. This approach supports a big-bang implementation with all sites coming online at the same time. The roll-out will occur at a time to be determined with the County, beginning with a freeze in the legacy systems at a selected time before go-live. The system infrastructure will be in place already and stabilized as part of the prior phases, and all user accounts will be configured already and set-up with the appropriate security permissions for the user roles. A full refresh of the converted data into the production environment will occur during the cut-over. Cutover planning and activities will be undertaken in collaboration with the Project Team.

Some specific tasks of this phase include:

- Execute the cutover and go live
- Final review of tasks and verify all deliverables are met
- High speed connectivity validation for support purposes
- Turnover meeting to Technical Support
- Client care relationship begins

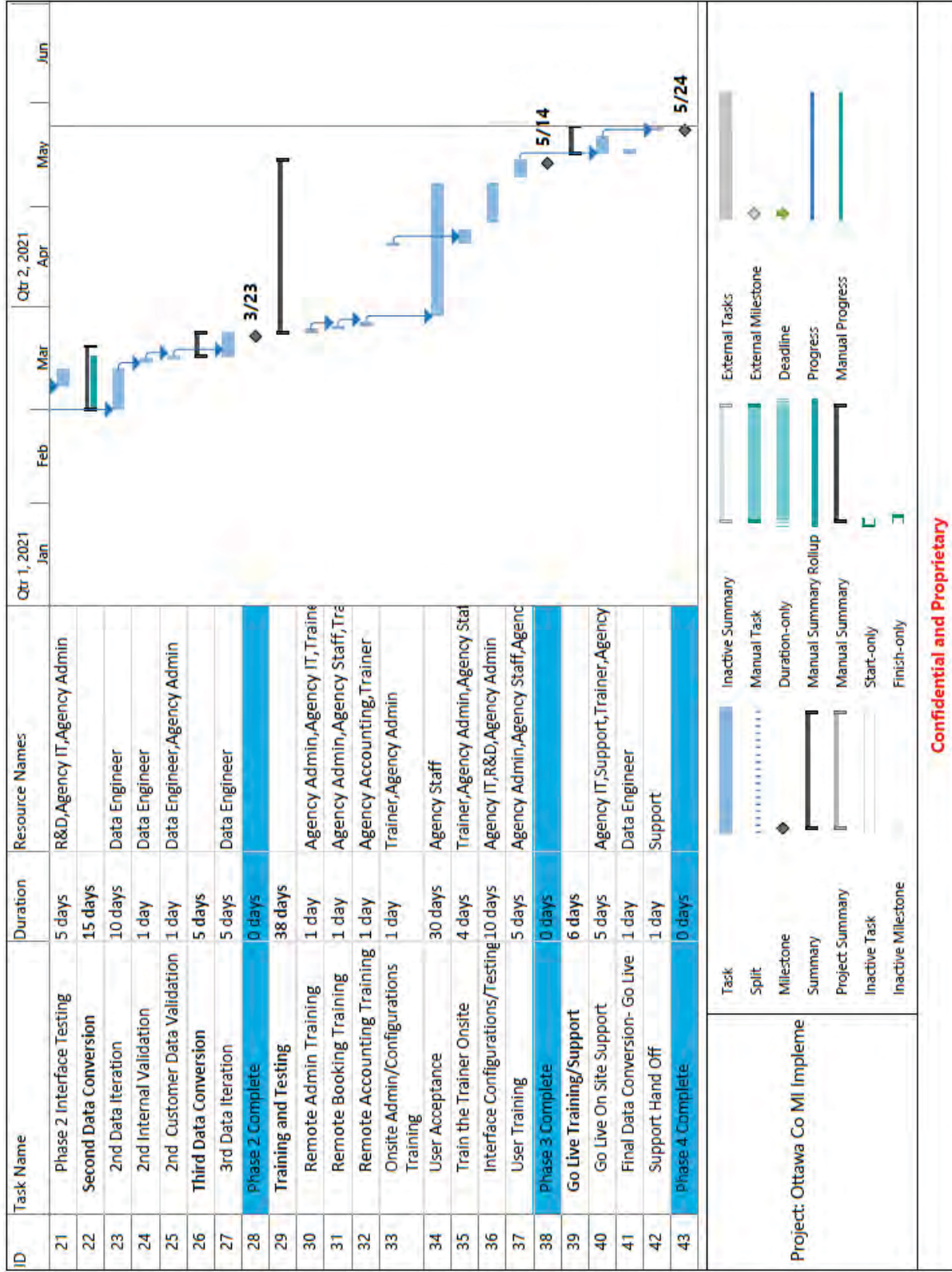
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## PROJECT SCHEDULE



Confidential and Proprietary

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### **SECTION 10. COMPLIANCE/SECURITY STANDARDS**

Hundreds of agencies across the nation - from State Departments of Corrections to holding facilities - use JailTracker software either on-premise or hosted at the Nlets Data Center (<https://www.nlets.org/about/hosting>). Both implementations meet or exceed the requirements of the FBI's CJIS Security Policy 5.8, with special attention to areas such as encryption of data at rest, data in transit, audit logging, role-based security down to the field level and fully CJIS-trained staff. All data is owned by the agency. All JailTracker staff undergo CJIS Certification Training, fingerprint and background checks.

Should the County choose an on-premise installation, the following responsibilities and specifications are required to maintain system security, functionality and response time. The implementation team will work with the agency to provide recommendations for best practices.

#### **RESPONSIBILITIES**

**Data Backups/Archives.** Backup routines and ensuring that all databases and critical system files are being backed up and stored properly.

**Network Management.** Virus protection, Switches and Routers, Internet.

**Operating System.** Applying appropriate updates to the operating system and security patches.

**Server and Workstation Migration.** Restoration and reinstallation of JailTracker databases and programs to a new or repaired server or workstation.

The system should reside secure, dedicated servers, with access limited to JailTracker and County system administrators. JailTracker requires unlimited high-speed remote access via secure VPN to said server. The servers should be dedicated to the JailTracker application and other compatible applications as defined by JailTracker, including anti-virus and firewall software.

JailTracker supports federated single sign-on. The user logs in to the pc with their Active Directory credentials, permitting JailTracker to launch without entering a separate set of credentials. All application security is maintained within JailTracker and does not use Active Directory security roles.

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## REQUIREMENTS

<b>JailTracker Workstations</b>		
<b>Item</b>	<b>Recommended Specifications</b>	<b>Notes</b>
Processor	Intel Quad-Core Processor, 2.0GHZ or greater	Current-generation processor preferred
Memory	4 GB RAM Minimum	Total memory will depend on number of applications running
Hard Drive	1 GB free space, more may be required depending on size of GIS data	SATA hard drives perform better than IDE
Video	1024x768 resolution	
Network	10/100 Network adapter	
Operating System	Windows 10 Professional 32/64-bit	
Support Access	Client must provide a high-speed internet connection for support	Remote support is provided via TeamViewer over a secure connection

<b>JailTracker Physical Server System (on-premises solution option) 400 Bed or Greater</b>		
<b>Application\Interfaces Server</b>		
<b>Item</b>	<b>Recommended Specifications</b>	<b>Notes</b>
Processor	Quad-Core Xeon Processors, 2.4GHZ or greater	
Memory	32 GB RAM	Total memory required will depend on number of applications running on the server
RAID	Hardware RAID Controller required	
Hard Drives	(4) 1 TB, 7200k rpm	(3)- RAID 5 disk set (1)- hot spare
Network	Gigabit NIC required. Teamed adapters are preferred.	
Video	1024x768	
UPS	Rack-mount 1500 VA	
Backup Device	External USB Drive	For additional database backups
Operating System	Microsoft Server 2012 Standard or Newer	Current Service Packs applied
Database Engine	Microsoft SQL Server 2012 Standard or newer	Current Service Packs applied
Support Access	Client must provide a high-speed internet connection	Remote support provided via TeamViewer over secure connection



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JailTracker Physical Server System (on-premises solution option) 399 Bed or Less		
Item	Recommended Specifications	Notes
Processor	Quad-Core Xeon Processors, 2.4GHZ or greater	
Memory	16 GB RAM	Total memory required will depend on number of applications running on server
Hard Drives	(4) 500 GB in RAID 5 Configuration with Global Hot spare	(3)- RAID 5 disk set (1)- hot spare
Network	Gigabit NIC required.	
Video	1024x768	
UPS	Rack-mount 1500 VA	
Backup Device	External USB Drive	For additional database backups
Operating System	Microsoft Server 2012 Standard or Newer	Current Service Packs applied
Database Engine	Microsoft SQL Server 2012 Standard or newer	Current Service Packs applied
Support Access	Client must provide a high-speed internet connection	Remote support provided via TeamViewer over secure connection

Ancillary Hardware		
Item	Description	Notes
Camera	Any WIA compliant camera (webcam Logitech c920) For IP based Pan Tilt Zoom Camera: Vivotek SD9161**	For imaging/mug shots
Signature Pad	Epad VP9801 or Epad2	Electronic signature capture
Scanner	Any TWAIN-compliant scanner, recommend Panasonic or Visioneer	Document Imaging
Laser Printer	Any network Laser Printer	For armbands
Barcode Scanner	Android Device version 8 or greater	Barcode Scanning/Mobile App
Driver's License Scanner	Honeywell Genesis 7580g	Driver's License scanning
<p><i>** This is a POE (power over ethernet) network camera. If the agency doesn't have access to a POE switch, the POE Injector (AP-GIC-010A-030) will be required.</i></p>		

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## SECTION 11. HISTORICAL DATA CONVERSION

### DATA MIGRATION

Source data for the jail management system will include all historical records and offender data from existing systems. Data provided by the County will be mapped and loaded into the JailTracker database. JailTracker expects to receive the data in delimited flat files which are transferred into a relational database by JailTracker for further transformation and mapping before transfer into the JailTracker database. Documentation will be provided by the County to define the data within the flat files. This documentation will be used in the mapping process to ensure the legacy data is correctly mapped into the corresponding JailTracker database fields. Multiple validation conversions will occur as needed due to mapping errors or missed source data until sign off by the client that source data has been properly transferred and is ready for a “Go Live” conversion.

Data migration will occur in iterations during the validation process. Each iteration will build on the previous one, so each will be reviewed with the County for validity before proceeding with any subsequent iterations. Once all iterations are complete, a final “go live” transfer is scheduled. After the go-live conversion is complete, the source data will remain on the production server until it is deemed no longer necessary, at which time the County can decommission the legacy system.

Steps	Task Description
1	Data Extraction and Documentation
2	Transformation of source data from flat files into MS SQL Server
3	Data Assessment & Profiling (provide agency with Data Profiling Report)
4	Prepare Final Data Migration Plan
5	Mapping of Source data into JailTracker Database (provide agency with Migration Results Report)
6	Convert Data for Verification and QA
7	Go Live Migration

### DATA QUALITY ASSURANCE AND CONTROL

Database constraints and manual inspections will help to ensure that the transferred data meets the requirements of the system. Both manual and automated methods are utilized to ensure the transferred data meets requirements for the system to operate properly. As issues are uncovered, they are logged for resolution. Multiple migrations are expected in order to verify and validate mappings and the quality of the transferred data until satisfaction is accomplished. Any discrepancies or issues with the mapping of the data are reported back to the County.

### SECTION 12. TRAINING

JailTracker will work with the County to develop a custom training plan, designed to represent a blend of on-site and remote training that best meets their personnel and budgetary needs.

The initial focus of the JailTracker Training Lead is the confirmation of the Training Plan. Once confirmed, JailTracker's Training Lead will work with the County to execute the plan. The approach for training delivery is as follows:

- Complete the training matrix and identify user training requirements.
- Customize the content of the training material and instructor guides to align with user training requirements.
- Provide System Documentation and Training Materials
- Deliver Training to each training stakeholder group as follows:
  - User Acceptance Tester Training: Prior to beginning acceptance testing activities, the Acceptance Testers will receive training in the application to provide them with a detailed understanding of JailTracker.
  - System Administrator/Configuration Training: the County staff responsible for the ongoing configuration of the software (e.g., administering user accounts, updating lists of values) will receive training on how to configure the software.
  - Train-The-Trainer: Trainers will receive training material and instruction on system use.

General and role-specific JailTracker software training sessions are provided prior to Go-Live on-site based on the training plan.

All training sessions are Instructor-Led, typically using a training/test environment provided by the agency. JailTracker recommends six staff per training session for most modules, with some flexibility. Special accommodations can be made on a case-by-case basis. If needs dictate larger class sizes, additional training resources can be made available as agreed to by both JailTracker and the County.

- **Sample Classes:** Separate training sessions will be provided for “power users” and Information Technology personnel for a “deeper dive” in the system.
- **Practice Database:** JailTracker recommends the use of a dedicated Test/Training Environment which includes a practice database. JailTracker will conduct all of its training sessions utilizing the test environment. Any upgrades or proposed changes – on an ongoing basis after cutover – will be fully tested within the Test Environment prior to release to the Production System.
- **Online Training Courses:** Professionally developed and led Online Training courses will be provided by JailTracker and will be scheduled to best meet the County's needs. These courses are continually updated to assure that they always reflect changes made to the subject area being presented. Training will be available for as long as the County is a maintenance customer.

### SECTION 13. INTEGRATION & CUSTOM REPORTING

JailTracker has a long history of providing integrations with other vendors, like offender commissary, and phone systems, Live Scan, accounting systems, kiosks, medical (EMR), victim notification, IRIS Scanning, records management systems, and many more. Some current integrations include Appriss/VINE, Securus, Canteen, Dataworks and of course, Talon/Core. An interface to JPIS for other facilities in Michigan is currently under construction. Integration configurations are completed based on customer specifications using varied methods to transfer data; FTP, web services, MQ Messaging, database query, SSIS, and ODBC.

#### INTERFACE DEVELOPMENT

The standard process that the JailTracker team employs for interface development will be applied to this project. The exact scope, requirements, effort and associated cost will be determined through the steps described below. All development activities conform to State security standards and protocols.

The JailTracker team approach to interface development is highly collaborative; with County business experts participating in analysis work throughout the proposed approach using industry-accepted practices to ensure that the solution will be business-ready when deployed by:

- Understanding how legacy interfaces have been used
- Explanation of the relationships between data elements
- Understanding constraints of the underlying systems
- Providing insight to the potential volumes and types of data

Interface development tasks are defined in a Project Schedule upon award. They are summarized here for ease of reference.

#### Initiation:

- Interfaces are part of the JailTracker product. Initiation activities will be covered within the overall project plan and developed upon award and contracts.

#### Planning:

- Planning activities are covered within the overall project plan and developed upon award and contracts.

#### Requirements:

- Gather key contacts for interfaces (external systems)
- Identify and confirm data elements in each interface
- Confirm requirements (e.g., direction) and scope
- Map interface data elements to JailTracker database

#### Construction:

- Develop interface program, including transformation rules (if any). Iterative development and prototyping are used to ensure that interfaces will function correctly in a production setting
- Conduct unit, system and integration testing
- Deploy to production setting for system acceptance testing

#### Validation:

- Validation, or User Acceptance Testing (UAT), of interfaces will occur in conjunction with overall system UAT.

#### Implementation:

- Initiation activities will be covered within the overall project plan and developed upon award and contracts.

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### SECTION 14. MAINTENANCE & SUPPORT

The information below is provided to give the County an overall understanding of JailTracker Maintenance and Support. Please see Vendor Agreements in Section 15 for Support & Maintenance plan details.

#### SYSTEM MAINTENANCE

JailTracker will provide software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the County for emergency assistance with critical, stop-work issues.

#### UPDATES & ENHANCEMENTS

Software updates are made available as part of the Annual Maintenance Terms. JailTracker will deliver and install all updates and incremental releases. Delivery and installation may be performed remotely over the Internet with proper notification and authorization from the County.

#### SUPPORT

JailTracker will provide on-site support service upon request from the County on mutually set date, provided that the County bears the cost of such on-site support services.

JailTracker will use its best efforts to confirm any suspected error that may be preventing continued principal software function upon notification from the County. Upon confirmation, JailTracker will correct an error with their software as part of its obligation, and said correction will be issued to the County.

#### INCIDENT RESOLUTION PROCESS

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable to users.	Within 2 hours from receipt of notification – problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment – loss of critical operational component, but JMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours – may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.



### SECTION 15. OTHER INFORMATION

#### PRODUCT ROADMAP

The JailTracker team is focused on trends in technology to develop new features and modules to benefit Corrections staff. We continue to improve the software every day. Thanks to our customers, we provide the features needed by agencies to assist in accountability and minimizing liability.

JailTracker has a strong believe in customer interaction and feedback to better our solution. Our annual User conference consistently attracts over one hundred agencies that come together to provide insights to improve our product as well as share ideas on operations.

The JailTracker Executive Committee is comprised of members that represent our customer base throughout the United States. The committee is tasked with reviewing and providing requests for enhancements and evaluate the overall practicality in the software. Our JailTracker team understands that our customers know the industry and have the greatest insights on how the product should operate and features that are instrumental in running a successful correctional facility. This group has helped us achieve goals in Facial Recognition, Auto Notification, the Movement Board and the Mobile Application.

While we are always looking ahead to new features and modules within JailTracker, we understand that it is important to make systems work together in order to avoid duplicate entry of data, improve communication and allow users to easily access the information they need. In the RFP you will find some of the integrations we already have built, and time is always set aside in our product roadmap for integration to new products that come on the market.

VENDOR AGREEMENTS



**CORE TECHNOLOGY CORPORATION  
MASTER PURCHASE, LICENSE & SERVICES AGREEMENT**

This *Master Purchase, License & Services Agreement* which includes the attached Exhibits (this "Agreement") is between **CORE TECHNOLOGY CORPORATION (herein referred to as "CORE")** and [redacted] ("**Customer**"). This Agreement sets forth the terms and conditions under which CORE will furnish the CORE Offerings described on a Quotation/Order Form and/or Statement of Work executed by the Parties to Customer.

The attached Exhibits include:

**Exhibit A.....MILESTONE PAYMENT SCHEDULE**

**Exhibit B.....ANNUAL MAINTENANCE TERMS**

Customer: _____	Contact: _____
Address: _____	Email: _____
_____	Phone: _____
_____	Mobile: _____

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. This Agreement shall apply to Customer's purchase and license of Software and/or Services (collectively, "CORE Offerings") described on a Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional CORE Offerings by executing additional Quotation/Order Forms and/or Statement of Works with CORE. The parties executing this Agreement on behalf of CORE and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

**ACKNOWLEDGED AND AGREED TO BY:**

**CORE TECHNOLOGY CORPORATION** [redacted]

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Authorized Signature Title

**Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Authorized Signature Title

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 1. Definitions.

**"ANNUAL MAINTENANCE TERM"** has the meaning set forth in Exhibit 2, Annual Maintenance Terms, Section 1, attached hereto.

**"AUTHORIZED COPIES"**: Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:

- a. The single copy of the Software and the related Documentation delivered by CORE under this Agreement; and
- b. Any additional copies made by Customer as authorized under Section 2

**"CONFIDENTIAL INFORMATION"**: Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

**"CUSTOMER LIAISON"**: A Customer employee assigned to act as liaison between Customer and CORE for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify CORE of the name of the Customer Liaison.

**"CUT LIVE"** shall mean the moment a Customer processes a live call through its System.

**"DOCUMENTATION"** shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by CORE to Customer with the Software. Documentation shall not include marketing materials.

**"EFFECTIVE DATE"** shall mean the latter of the two dates in the above signature block.

**"QUOTATION/ORDER FORMS"** shall mean the CORE ordering schedules which are signed by CORE and Customer to place orders for CORE's Software products, Third Party Software, or Services under this Agreement

**"SERVICES"** shall mean the Professional Services described in Section 10 below, and Software Maintenance, collectively.

**"SITE"** shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

**"SOFTWARE"** shall mean all or any portion of the Software Product(s) and Documentation provided by CORE and its licensors to Customer, whether in machine-readable or printed form, which Software Product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

**"SOFTWARE LICENSE"** has the meaning set forth in Section 2 below.

**"SOFTWARE MAINTENANCE"** shall have the meaning set forth in Section 4.a below.

**"SOFTWARE PRODUCTS"** shall mean the individual Software products identified, enumerated, and set forth in the SOW and the Quotation/Order Form.

**"STATEMENTS OF WORK"** or **"SOWs"** shall mean statements of work which are signed by CORE and Customer (or a Customer Affiliate) to place orders for professional services to be performed by CORE under this Agreement.

**"SUBLICENSED SOFTWARE"** shall mean those components of the Software that are sublicensed by CORE.

**"SUPPORTED SOFTWARE"** shall mean Software for which Customer is entitled to receive Software Maintenance.

**"SYSTEM"** shall mean the Software, Third Party Software and Services described in the applicable Quotation/Order Form or Statement of Work.

**"SYSTEM CHARGE"** shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), the fees for Software and Third Party Software licenses and fees for installation, training and other services.

**"THIRD PARTY SOFTWARE"** shall mean the software necessary for the equipment to function properly to allow the Software Products to operate on the equipment, and shall include (I) open source software provided to Customer by CORE; and/or (II) operating system software and database software, if any, provided to Customer by CORE. This definition of Third Party Software expressly excludes any products that are considered Software.

**"UPGRADE"** shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

**"USERS"** has the meaning set forth in Section 2 below.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, quantity, User and use restrictions detailed in a SOW or Quotation/Order Form, CORE, and its licensors, grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes ("Software License"). Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to CORE.



**3. Installation and Training.** CORE will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by CORE to facilitate CORE's performance of the installation services and training services.

**4. Maintenance & Support.**

**a. Software Maintenance.** Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to CORE, CORE will provide maintenance, software correction and support services for the Software, excluding Third Party Software and Project Deliverables, (such services, "Software Maintenance") during the Customer's Annual Maintenance Term and the concurrent initial one-year warranty period. Software Maintenance will be provided in accordance with CORE's Annual Maintenance Terms, in effect as of the Effective Date.

**b. No Additional Maintenance.** CORE will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in an Quotation/Order Form or Statement of Work.

**d. Maintenance Lapse.** Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to CORE the fees that would have been paid to CORE by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software Maintenance for any reason, and then subsequently desires (with CORE's permission) to purchase or reactivate Software Maintenance in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by CORE in the interim period, CORE will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge, which may or may not require updated equipment to be purchased by Customer.

**5. Fees & Additional Purchases.**

**a. Payment Terms.** The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each CORE Offering purchased or licensed by Customer and services ordered under any Statement of Work. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on CORE's net income) assessed on the CORE Offerings. To the extent Customer imposes additional requirements on CORE for Services other than those expressly provided in this Agreement, CORE retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, CORE will notify Customer that the Services are subject to additional charge(s).

**b.** If Customer wishes to add additional CORE Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.

**c. Annual Software Maintenance Fees.** Customer shall pay without deduction or set-off annual Software Maintenance Fee(s) referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each CORE Offering purchased or licensed by Customer. CORE reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software Maintenance renewal. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on CORE's net income) assessed on Customer's Annual Maintenance Fees. In addition, should Customer cancel Software Maintenance after the start of the new Annual Maintenance Term, Customer is not entitled to a refund and all unpaid Annual Maintenance Fees are due and payable in full. If Customer fails to pay such invoice within thirty (30) days, a reinstatement fee may be charged in addition to the annual support and maintenance fee. CORE reserves the right to deliver all invoices to Customer via email.

**d. Exclusions.** The System Charge does not include, and Customer agrees to pay, any additional sums for:

- (i) Equipment, Software, Third Party Software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration).
- (ii) Services required by or incurred due to: (1) incomplete site preparation, in accordance with an agreed-upon schedule; or (2) any Third Party Software not furnished with the System that either fails to interface or integrate with the System or materially impairs the System's operation.
- (iii) All of CORE's direct, out-of-pocket travel and associated living expenses, including applicable travel policy per diems and other travel fees.
- (iv) Charges for shipping, freight, insurance, loading, unloading and storage associated with the delivery, installation and repair of the System.

**6. Confidentiality.**

**a.** Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party



agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify CORE of any request(s) made for disclosure of confidential information.

**b.** Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to CORE. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard CORE's proprietary rights in the CORE Offerings, including without limitation the following measures:

- (i) Customer shall only permit access to the CORE Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
- (ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

**c.** In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.

**d.** Notwithstanding the foregoing: nothing herein shall be construed as to prevent CORE or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; CORE may disclose Customer's Confidential Information to contractors engaged by CORE to assist in the performance of any Services hereunder; CORE may disclose to its licensors Customer's identity and such other information regarding Customer's use of the Software as such licensors may require be disclosed by CORE; and CORE may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing CORE Offerings to Customer for the benefit of CORE and other CORE customers.

**e.** Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, CORE shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 6 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

**f.** To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services ("CJIS") policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7).

**7. Ownership.** Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of CORE or its licensors. Customer will not take any action that jeopardizes CORE's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. CORE and its licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at CORE's sole expense, any actions reasonably requested by CORE to reflect, confirm or perfect such rights in CORE's or an applicable sub-licensor's name.

### **8. Warranty, Indemnity, Remedies.**

**a. Software Warranty.** CORE warrants, for Customer's benefit only, that Supported Software will perform substantially in accordance with the Documentation for a period of one (1) year after the date on which Customer's license for such Supported Software is i) initially installed by CORE per the Quotation/Order Form and SOW, or ii) if by Customer, initially delivered to Customer by CORE. CORE's warranty shall not apply to Supported Software that has been modified by Customer or third parties, or to Supported Software that is installed on computer systems not approved by CORE. Customer agrees to notify CORE in writing before expiration of the preceding period of the failure of any Supported Software to satisfy the foregoing warranty and, after verification thereof by CORE, CORE will undertake to correct any reported error in accordance with its Annual Maintenance Terms. Customer acknowledges that the Software may not satisfy all of Customer's requirements and the use of the Software may not be uninterrupted or error-free. CORE warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Supported Software provided hereunder.

**b. Services Warranty.** CORE warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) the Project Deliverables will perform substantially in accordance with the specifications set forth in the applicable Statement of Work and applicable Documentation for a period of 30 days after delivery to Customer. Customer agrees to notify CORE in writing before expiration of the preceding period of the failure of any Project Deliverable to satisfy the foregoing warranty and, after verification thereof by CORE, CORE will undertake to correct any reported error in accordance with its Annual Maintenance Terms.

**c. Indemnity.** If a lawsuit is brought against Customer claiming the Software, other than Third Party Software, infringes a U.S. copyright or misappropriates a third party trade secret, CORE will defend Customer in the lawsuit at CORE's expense, and CORE will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies CORE in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants CORE sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions



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provided by CORE pursuant to Paragraph 8(d) below; and (iv) Customer provides assistance as CORE reasonably requests. CORE's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by CORE.

**d. Other Rights.** In the event of a claim under Paragraph 8(c) above, CORE shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if CORE determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(d) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(c) and this Paragraph 8(d) state Customer's exclusive remedy, and CORE's exclusive liability, for any claim of infringement or misappropriation.

**e. Limitations.** CORE will have no obligation to Customer under this Section 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than CORE; (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by CORE or its licensors; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software not provided to Customer by CORE; or (iv) an alleged infringement or misappropriation or warranty failure was caused by CORE's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software at Customer's request.

**f. Third Party Software.** Customer acknowledges and agrees that Third Party Software provided to Customer by CORE is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by CORE to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that CORE may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. CORE PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

**g. High Risk Activities.** The CORE Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the CORE Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the CORE Offerings for use with High Risk Activities and Customer agrees that CORE shall have no liability of any kind relating to any CORE Offering used in High Risk Activities.

**h. Compliance with Laws.** Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless CORE from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

**i. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CORE MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, CORE OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND CORE EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Additional Professional Services.** CORE will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by CORE and Customer, and may result in additional fees and scheduling changes, as determined by CORE. If specified in a Statement of Work, CORE will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by CORE being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in the Annual Maintenance Terms, including but not limited to the Customer's responsibility to provide CORE with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all CORE personnel so designated by CORE as authorized by CORE to need access rights.



## 10. Acceptance Testing.

a. Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on CORE's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

b. Acceptance or Rejection. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify CORE that Customer accepts the Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide CORE with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. CORE will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When CORE redelivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide CORE with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Project Deliverable/Software (as applicable) is put into production use by the Customer.

**11. LIABILITY LIMITATION.** CORE'S AND ITS LICENSORS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL CORE OR ITS LICENSORS BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL CORE OR ITS LICENSORS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE CORE, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.

**12. Term and Termination.** The term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

a. If Customer fails to make prompt payments to CORE when invoiced, including but not limited to all fees specified in Exhibit A or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then CORE may at its option terminate this Agreement with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
- (iv) During the applicable cure period, CORE will use sound management practices and its best efforts to resolve any issues or obstacles - including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by CORE, the Agreement terminates.

b. In the event of termination, CORE shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

c. Upon termination under Subparagraph 12.a, Customer shall return to CORE all Software Products, including any copies provided to or created by Customer under this Agreement. If termination is for lack of payment, Customer shall return all tangible CORE Offerings identified on the Quotation/Sales Order Form.

## 13. Mediation.

a. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Oklahoma shall be the exclusive courts in which either party may seek such relief.

**14. Assignment.** Customer may not assign this Agreement without the prior written consent of CORE, which consent shall not be unreasonably withheld. CORE may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. CORE may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

## 15. Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

a. Customer understands that, in the event Customer procures its own Equipment, the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment

b. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

c. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.

d. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. CORE is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to CORE 's requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

e. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

f. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

## 16. General.

a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.



- b.** All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.
- c.** The Software, both CORE and Third Party Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is CORE, its licensors and/or a Third Party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by CORE herein, agree to and acknowledge the provisions of this Section 16.c, in writing.
- d.** Customer grants to CORE the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.
- e.** CORE and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.
- f.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.
- g.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 16.
- h.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Oklahoma, excluding its conflict of law principles. CORE will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.
- i.** No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.
- j.** This Agreement and its schedules constitute the complete and entire statement of all terms, conditions and representations of the agreement between CORE and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.
- k.** This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

## **CORE TECHNOLOGY CORPORATION**

### **EXHIBIT A: MILESTONE PAYMENT SCHEDULE**

CORE will provide a milestone payment schedule for the Software, Third Party Software and Services for each System listed on the Quotation/Order Form number [REDACTED], dated [REDACTED] as follows:

- 1.** 50% Software at signing of this Agreement;
- 2.** 50% Software upon delivery and installation of the Software; and
- 3.** Services and Travel billed monthly through completion of the project.
- 4. Maintenance Service & Payments in Subsequent Years**  
The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. First year maintenance service for JailTracker starts the day CORE installs the Software at Customer's site, at which time Customer will be invoiced the first Annual Maintenance Fee, due and payable per the terms of the Agreement, and annually thereafter each year per the terms of Exhibit B: Annual Maintenance Terms.
- 5. Other Milestones**
  - a. Upon order the Customer shall pay CORE 50% of Custom Interfaces and Other Customizations.
  - b. Upon the beginning of Productive Use, the Customer shall pay CORE 50% of Custom Interfaces and Other Customizations.
  - c. Upon order the Customer shall pay CORE 100% of Change Orders.



## CORE TECHNOLOGY CORPORATION

### EXHIBIT B: ANNUAL MAINTENANCE TERMS

CORE TECHNOLOGY CORPORATION (ALSO REFERRED TO AS "CORE") will provide the CUSTOMER maintenance services for the Software licensed through CORE. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via CORE'S Customer Support Center ("Annual Maintenance"). CORE will provide the CUSTOMER Annual Maintenance under the following agreed upon terms and conditions:

- A. The CUSTOMER agrees to subscribe to Annual Maintenance commencing upon the 1<sup>st</sup> of the month following installation for a period of **one (1) year** on a fee basis ("Initial Annual Maintenance Term"). The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to CORE. In the event such notice is not timely received, CORE will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

At the time of renewal, CORE reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

- B. Annual Maintenance Fees will be billed annually, subject to annual price increases, beginning on the installation date of the Software and on the same day each year thereafter as set forth in Section A above. The Annual Maintenance Fees for each renewal term are payable in full prior to the start of the Annual Maintenance Term and are non-refundable. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on CORE's net income) assessed on Customer's Annual Maintenance Fees.

- C. Annual Maintenance shall consist of the following additional agreed upon terms and conditions:

**1. Software**

- a. **SERVICE HOURS:** CORE shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues.**

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center.	Within 2 hours from receipt of notification - problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment - loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours - may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a CORE software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

- b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, CORE shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by CORE and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include CORE'S personnel time calculated at CORE'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by CORE personnel in connection with the provision of any on-site support service.
- c. **SOFTWARE UPDATES:** CORE shall make software updates, defined by CORE and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Terms; CORE will deliver and install all updates and incremental releases. In CORE'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Terms. Major software

upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.

- d. **ERROR RESOLUTION:** CORE shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, CORE shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by CORE or should CORE ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to CORE, the CUSTOMER agrees to pay CORE for its services at the prevailing hourly rate for CORE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by CORE personnel in connection with such service. It is agreed that CORE will be the ultimate authority in determining the existence of any error.
- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

### 2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. CORE does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. CORE highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
  - b. Network Management: Virus protection, Switches and Routers, Internet access.
  - c. Operating System – Applying appropriate updates to the operating system and security patches.
  - d. Server and Workstation Migration - Restoration and reinstallation of CORE databases and programs to a new or repaired server or workstation.
- D.** In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, CORE shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as CORE shall then be charging and on such terms and conditions as CORE shall then be imposing.
- E.** CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to CORE, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed remote access via secure VPN to CORE or maintenance. If high-speed remote access is not provided by CUSTOMER, CORE may charge CUSTOMER a fee of \$3,000 per year. The server shall be dedicated to CORE applications and other compatible applications as defined by CORE including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by CORE to reside on any server containing CORE applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to CORE, the CUSTOMER agrees to pay CORE for its services at the prevailing hourly rate for CORE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by CORE personnel in connection with such service.
- F.** In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting CORE for support. Should CORE determine as part of any Support call that hardware or network, and not CORE, is responsible for the issue, CUSTOMER agrees to pay CORE for its services at the prevailing hourly rate for CORE'S personnel time.



ATTACHMENT C – VENDOR REFERENCE INFORMATION



Request for Proposal 20-06  
Request for Proposal 20-06  
 Court Case Management and  
 Jail Management Solution

ATTACHMENT C – VENDOR REFERENCE INFORMATION

Please provide at least three (3) customer references. Any and all information concerning the proposer releases all parties from all liability for any damage that may result from furnishing any education, work experience, and character reference information which they may have, personal or otherwise, and to the County.

Customer Reference 1

Customer/Company Name:	Hillsdale County
Customer Address:	165 Fayette St. W · Hillsdale, MI 49242
Contact Person:	Lt. Jason Stiverson
Contact Phone Number:	(517) 437-7317
Contact Email:	j.stiverson@co.hillsdale.mi.us
Describe customer relationship (scope of services provided and length of partnership):	<p><b>Go Live: 2/2019</b></p> <p><b>Modules:</b>                      Base/Imaging, Scheduling, Programs, Electronic Signature, Document Imaging, Web Reports</p> <p><b>Interfaces:</b>                      Inmate Phone-Combined                      Commissary-Genesis/Tiggs                      Victim Notification-VINE                      Live Scan- ID Networks</p>

Customer Reference 2

Customer/Company Name:	Isabella County
Customer Address:	207 Court St. A · Mt. Pleasant, MI 48858
Contact Person:	Lt. Kevin F. Dush
Contact Phone Number:	(989) 779-3328
Contact Email:	kfdush@isabellacounty.com
Describe customer relationship (scope of services provided and length of partnership):	<p><b>Go Live: 1/2018</b></p> <p><b>Modules:</b>                      Base/Imaging, Scheduling, Programs, Electronic Signature, Document Imaging, Accounting, Web Reports</p> <p><b>Interfaces:</b>                      Live Scan- ID Networks                      Inmate Phone- Securus                      Victim Notification- VINE                      Veterans Administration- VA</p>

## OTTAWA COUNTY RFP 20-06

### Customer Reference 3

Customer/Company Name:	Midland County
Customer Address:	101 Fast Ice Drive · Midland, MI 48642
Contact Person:	Jeff Derocher
Contact Phone Number:	(989) 832-6612
Contact Email:	jderocher@co.midland.mi.us
Describe customer relationship (scope of services provided and length of partnership):	<p><b>Go Live: 1/2013</b></p> <p><b>Modules:</b> Base/Imaging, Scheduling, Programs, Electronic Signature, Document Imaging, Bar Coding</p> <p><b>Interfaces:</b> Victim Notification- VINE Commissary/Accounting- Genesis</p>

### Customer Reference 4

Customer/Company Name:	Harrison County
Customer Address:	10451 Larkin Smith Drive · Gulfport, MS 39503
Contact Person:	Brenda Barefoot
Contact Phone Number:	(228) 604-2361
Contact Email:	brenda.barefoot@harrisoncountysheriff.com
Describe customer relationship (scope of services provided and length of partnership):	<p><b>Go Live: 1/2011</b></p> <p><b>Modules:</b> Base/Imaging, Scheduling, Programs, Electronic Signature, Document Imaging, Knowledge Sync (automatic notifications), Web Reports, Accounting, Facial Recognition</p> <p><b>Interfaces:</b> Victim Notification- VINE Commissary- VendEngine EMR- VitalCore Inmate Phone- NCIC</p>

Additional references are available upon request.

### ATTACHMENT D. – INDEMNITY/INSURANCE - CERTIFICATION STATEMENT

Below please find exceptions to the Certification and Indemnity Requirements attached to the RFP.

Potential vendors must understand and agree that financial responsibility for claims or damages to any person or to companies and agents shall rest with the vendor. The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Workers' Compensation, Employer's Liability and General, ~~Contractual~~ and ~~Professional~~ Technology E&O Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers' Compensation laws or other insurance. A certificate of insurance detailing insurance coverages may be requested. The certificate must indicate that insurers will endeavor to provide to the County written notice thirty (30) days prior to terminating any insurance policy.

Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the vendor ~~and County and their employees, agents, representatives, invitees and subcontractors~~ against claims arising out of the work performed or products provided. A certificate of insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement. The undersigned certifies and represents an understanding of the County's Insurance ~~and Indemnification requirements~~. The undersigned acknowledges that the County is, in part, relying on the information contained in this bid in order to evaluate and compare the response to this solicitation.

**Exception: Insurance requirements edited to conform with Proposer's insurance policies**

**Exception: Proposer's standard indemnification policy is to agree to defend the County against any third-party lawsuit alleging violation of intellectual property right, or arising out of injuries to persons arising from the gross negligence or willful misconduct of Proposer and its employees, agents or independent contractors while on the customer's premises. Proposer will pay costs and damages that a court finally awards in such suit or that are agreed upon in settlement thereof. If the County or any third party has caused or contributed to a third-party claim, then Proposer will only indemnify the County up to the amount Proposer is deemed responsible. In accordance with industry standards, the indemnification should be balanced by a limitation of liability clause to exempt both parties liability from indirect and consequential damages and to cap liability to a mutually agreed upon amount. This cap on liability would not apply to Proposer's intellectual property indemnification obligations, though Proposer's obligation to indemnify the County harmless under is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by Proposer.**



ATTACHMENT E. - DEBARMENT & SUSPENSION – CERTIFICATION STATEMENT



Ottawa County  
Fiscal Services Department

Request for Proposal 20-06  
Court Case Management and  
Jail Management Solution

ATTACHMENT E – DEBARMENT AND SUSPENSION

The undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Representatives Signature

**Andrew Wright, Executive Vice President**

Authorized Representative's Printed Name and Title

**Core Technology Corporation**

Company Name (and Legal Name) for Business

4/20/2020

Date

### ATTACHMENT F - EXCEPTIONS

Below please find exceptions to the Vendor Requirements and Terms and Conditions in the RFP.

#### VENDOR REQUIREMENTS

D. Vendor must comply with administrative procedures of the County and comply with all County policies and procedures;

**Exception: Proposer must have the opportunity to review County's administrative procedures and policies before it can agree to comply with them**

#### TERMS AND CONDITIONS

**SUBCONTRACTORS** Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor shall not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

**Exception: Proposer's standard policy is it agrees it will not assign, sell or transfer the contract without the prior written consent of the County, which consent the County shall not unreasonably withhold, except that Proposer may assign its interest in this Agreement in connection with a merger or other business combination in which Proposer is not the surviving entity, so long as the assignee agrees to fully abide by and accept all provisions under the Agreement.**

**CONTRACT TERMS, PERIOD, PROCEDURES AND USE** A formal written contract, with specifications, will be entered into between the parties. The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become a part of the contract. All requirements of this RFP will be incorporated by reference unless otherwise noted in the final negotiated contract. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by the County Board of Commissioners. **The County, by written notice, may terminate any contract resulting from this solicitation, in whole or in part, for any reason giving thirty (30) days' notice.** If a contract is terminated, the County is liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. All proposers are notified that the County reserves the right to modify the scope of services during the course of a contract. Such modification may include adding or deleting any tasks this project will encompass and /or any modifications deemed necessary. Any changes in pricing or payment terms proposed by the vendor resulting from the requested changes are subject to acceptance by the County. The contract is solely for the County's use. Pricing reflects a commitment to the term indicated.

**Exception: Proposer requests a more detailed termination clause be drafted taking into account 'cure periods' for the implementation of the software, greater detail regarding termination for convenience and for cause, including license rights that may survive termination, and that all services performed shall be paid. Proposer requires no less than thirty (30) day cure period to remedy any breach.**

**Exception: Proposer requests no less than ninety (90) days notice of termination without cause. As a final note, the Proposer anticipates that the resultant agreement shall be based on Proposer's and industry norm standard agreements for software licensing and maintenance and that the resultant**

## OTTAWA COUNTY RFP 20-06

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agreement between the Proposer and the County should include provisions typically seen in these types of software agreements, including: limitation of liability (which will be at one (1) times fees paid under the contract(s)), and shall not include damages related to indirect, consequential, special or aggravated), warranty (as per the restrictions above), license use and restrictions (such as copying restrictions, User restrictions and reverse engineering type restrictions), mutually acceptable acceptance terms, payment terms (including the use of milestones for payment and license fees paid up front), maintenance terms, approved Statements of work, and other provisions typical in software license/support/service agreements and that the absence of any clauses in County's RFP will not affect Proposer's ability to negotiate such clauses and to modify the standard contract as needed.

EXHIBIT D - CORE RESPONSE TO OTTAWA  
COUNTY JAIL MANAGEMENT SYSTEM PHASE 2 -  
PRODUCT OFFERINGS QUESTIONNAIRE &  
PRICING, DATED SEPTEMBER 2, 2020



**GLOBAL**  
PUBLIC SAFETY

**JailTracker** **CORE**  
TECHNOLOGY.

**VENDOR RESPONSE CONTENT FOR**  
**Ottawa County Jail Management System**  
***PHASE 2 – Product Offering Questionnaire & Pricing***

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**Requestor** **Ottawa County**  
Via purchasing.rfp@miottawa.org

**Vendor Contact** **Sarah Lee, Regional Sales Representative**  
Core Technology Corporation  
5859 West Saginaw Highway, #217  
Lansing, MI 48917  
(517) 627-1521 x64149  
slee@coretechcorp.com

**Andrew Wright, Executive Vice President**  
Global Public Safety  
825 N. Broadway, Ste. 400  
Oklahoma City, OK 73102  
(405) 810-8008 x64316  
andrew.wright@harriscomputer.com



**GLOBAL**  
PUBLIC SAFETY  
**JailTracker** CORE  
TECHNOLOGY

September 2, 2020  
Ottawa County  
Via purchasing.rfp@miottawa.org

**RE: Jail Management System Phase 2**

Dear Selection Committee,

Thank you for selecting JailTracker™ Jail Management System as a finalist in your search for a new Jail Management solution to meet the needs of Ottawa County.

Below please find our responses to the Phase 2 – Product Offering Questionnaire and Proposal Pricing document, assuming a standard implementation using the estimated user count and number of workstations provided.

We look forward to interviewing with you, and giving a demonstration of the proposed solution.

Sincerely,

Andrew Wright, Executive Vice President  
Global Public Safety



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# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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## GENERAL INFORMATION

### PRODUCT OFFERING

Global Public Safety/Core Technology propose that Ottawa County use **JailTracker** software to accomplish the jail management goals set out in the RFP. JailTracker has been providing Jail Management software for the past 18 years and maintains software for over 200 facilities across 28 states. Facilities range in size from small jails (15 offenders) to statewide Departments of Corrections (8,000 Offenders). More than 25% of our staff have worked in the industry as Jailers or Jail Administrators. The Support and Project Management teams have over 30 years of experience working in corrections, jail software implementations and technical support.

We recommend an on-premise implementation for Ottawa County and have included an architectural diagram below.

JailTracker has modules to accommodate facilities of all sizes. The modules proposed for Ottawa County include:

#### **JailTracker Base Product:**

- a. Inmate tracking from intake to release
- b. Unlimited number of photographs, performs mug shot lineups
- c. Graphical Population Tracker (Virtual Grease Board)
- d. Dashboard
- e. Complete tracking of all booking information – with inmate’s mug shot on-screen
- f. Booking Summary
  - Interface with LiveScan for reduction of redundant data entry
  - Search warrants
  - Interface with RMS for reduction of redundant data entry
  - Configurable booking wizards that allow System Administrators to create and organize booking steps from standard operating procedures to collect property, medical information, etc.
  - Method to track weekenders time served
- g. Medication Distribution – tracks all transactions and what was taken and/or refused
- h. Intake and Post-intake questions – create custom question sets (medical, PREA, etc.)
- i. Alerts – set up alerts for medical conditions, mental conditions, special diets, keep apart, etc.
- j. Visitation and Visitor Tracking – record of visitors and Not Allowed list
- k. Inmate Movement and Tracking – printable reports for inmate activity schedule
- l. Inmate State Classification – state reports and forms required for state inmates
- m. Classification System – fully customizable Yes/No decision tree or Point Value System, based on facility needs
- n. Property Inventory and Management – tracks any property inmate has at booking
- o. Officer Contact Information – maintain and add employee information, rights to use software
- p. Officer Training Records – maintain records, schedule training

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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- q. Staff Shift Assignments – assignment of staff to job with digital record for future reference.
- r. Daily Log/Shift Reports – tracks an Officer's procedures, log-in, actions performed in the software and financial matters
- s. Incident Reporting – full incident reporting with searches code, officer, subject and/or witness
- t. Reports – over 600 out of the box reports, the ability to create custom reports and allow other agencies to run limited reports

**Accounting:** Complete banking system

- a. Accounts payable and receivable
- b. General ledger
- c. Commissary tracking
- d. Financial reporting
- e. GAAP-compliant
- f. Write checks to vendors
- g. Load debit cards on release

**Mobile:** Record inmate movements and activities with barcode scanners

- a. Automatic time, date, and user stamp on all scans
- b. Document required cell checks, headcounts and observations
- c. Records all inmate movement (recreation, court, etc.)

**Digital Documents:** Link digital documents to inmate, medical records, facility, officers and incidents

- a. Centralizes all documents
- b. Decreases costs by reducing paper
- c. Improves security of digital doc's through specific access restrictions
- d. Easily backed up for inexpensive offsite storage

**Electronic Signatures:** Link digital documentations to inmates, medical records, facility, officers, and incidents

- a. Reduces paper
- b. Reduces risk by maintaining signature verifications
- c. Conforms to HIPPA requirements for signature capture

**Auto-Notification:** Invisible assistant notifies chosen personnel when certain events happen and generates reports on a defined schedule

- a. Improves efficiency by automating recurring reporting tasks
- b. Proactively notifies key personnel when specific tasks occur
- c. Improves internal communications through proactive reporting

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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**Scheduling:** Manages and reports on inmate, facility, and Officer events through a user-friendly interface.

- a. See inmate, facility, and officer events on one schedule
- b. Enables a high-level view of potential event conflicts
- c. Integrates with other modules to provide a total view of activities

**Programs Interface:** Maintains registration and attendance at programs such as GED classes, staff training, or group sessions. Users can track attendance, print off certificates, and even bill for programs.

- a. Potential to increase revenue by accurately reporting on program attendance to state and federal funding programs
- b. Manages staffing requirements to maintain classes
- c. Integrates with the Scheduling module
- d. Improves internal communications through a common calendar

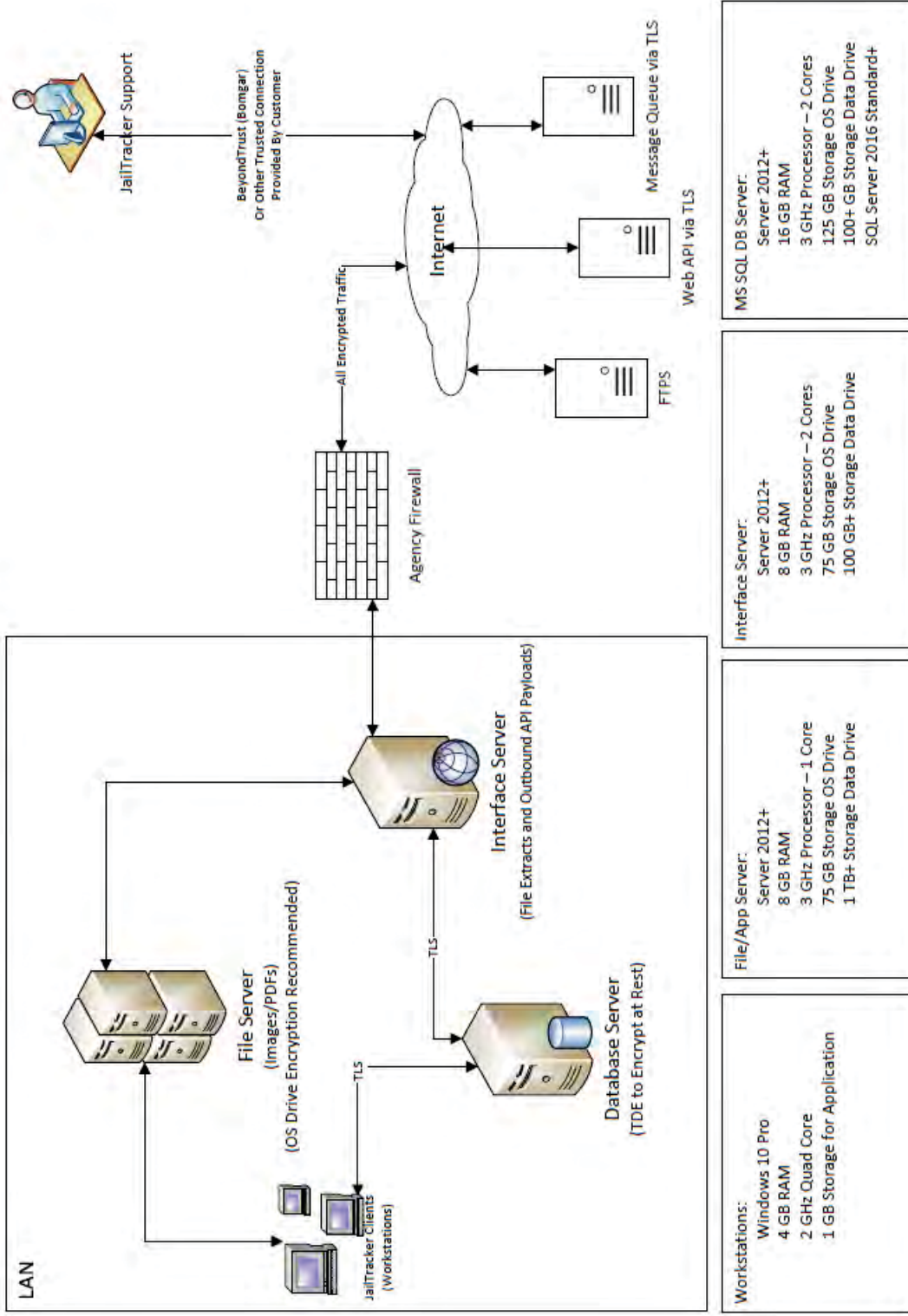
**Facial Recognition:** Match new intakes by comparing their front mugshots with those already stored in the JMS

- a. Can be more accurate than fingerprints, which can be burned or compromised
- b. Can identify inmates with photos that are from many years previous, where facial hair, hair color or length, scars, weight, etc. may have changed

# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

## ARCHITECTURE

AD to Ensure CJIS Password Requirements





# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

## USER EXPERIENCE

### Key Features and Functions

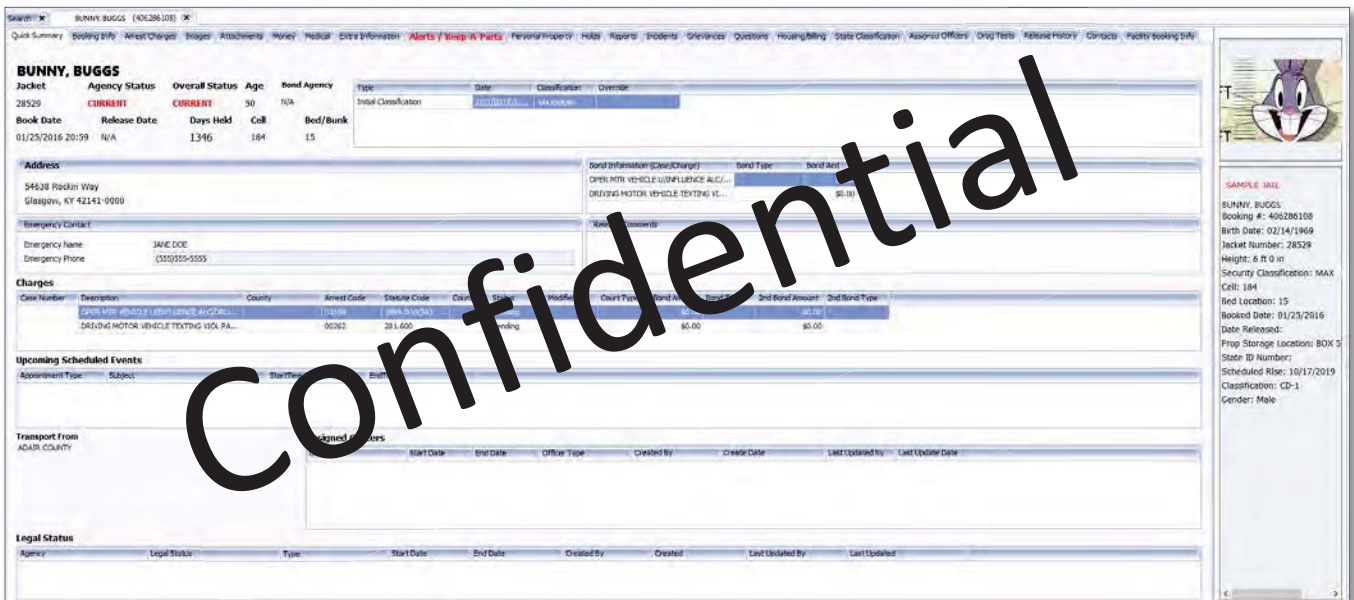
JailTracker is designed with a **sleek and modern, tab-based user-friendly interface**, facilitating an efficient, organized flow through the various areas of the software. Users can have multiple records open simultaneously, making it easy to go back and forth (screen bouncing) instead of spending time drilling down into a record and then backing out of a record.



**Wizards** can be created that automate complex tasks by leading the user through a series of easy-to-answer questions and/or logical steps.

**Document imaging and electronic signatures** save time, especially during the booking process, by avoiding the need to print and manually sign documents. Booking is further streamlined by **several ways to identify inmates**, such as scanning an ID, facial recognition and searching LEIN and Data Sharing for matches.

The **quick information column** displays an inmate photo and their key demographics on the right-hand side of the window - no matter which tab the user may be in, keeping it within the line of vision at all times.



## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

The **Virtual Grease Board** can be displayed on a wall mounted screen to provide a visual representation of your offender population that is refreshed as often as you like. A quick glance negates searching the system or maintaining a physical grease board using markers which can be smudged or are not always legible.

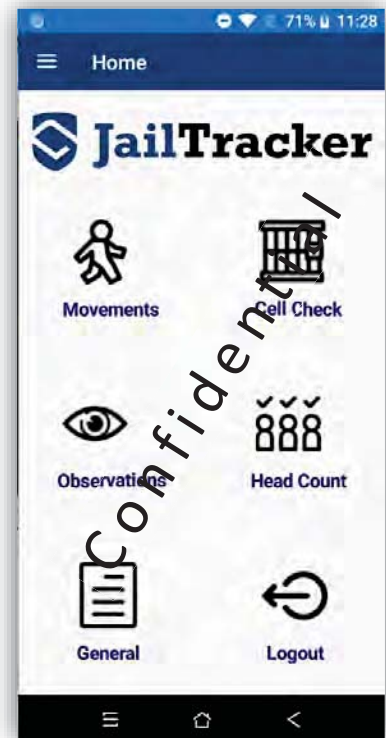
CURRENT (7/7/0)	B3-2-TUNSTALL, TERRENCE	APPERSON, JASON	F5-1-TURNER, ERVIN	DECKARD, ELLIS
CRITES, DALE	C-POD (6/6/12)	E-POD (10/11/12)	G-POD (7/7/24)	HOBLIA, ROBERT
inmate, john	C2-1-COKE, MERLE	E2-2-BAILEY, DUSTIN	G05-2-BOYLE, DANIEL	RICHMAN, DALLAS
JULIUS, ERIC	C5-1-DALTON, SCOTT	E4-1-BUNETA, MICHAEL	G09-2-EDWARDS, KEVIN	STEPHENS, DUSTIN
MOUSE, MICKY	C3-1-DIXON, ROBERT	E3-1-FELLMAN, WILLIAM	G08-1-FULLER, TIMOTHY	
A-POD (8/8/12)	C1-1-KIRK, ROY	E2-1-FLEMING, MICHAEL	G09-1-GARNETT, BENJAMIN	
A2-2-BACON, CHRIS	C5-2-MCCARTY, HENRY	E1-2-HAM, JACK	G01-1-DAWN, REMY	
A5-1-CHILDS, MATTHEW	C6-1-STIDHAM, BENJAMIN	E6-2-KENNEDY, KERRY	G06-1-PALE, JASON	
A2-1-DOBBS, LINELL	CLEAN BULL (1/1/4)	E1-1-LILLY, SAMUEL	G07-2-VANWINKLE, COLTON	
A1-2-EASTEP, JEFFERY	BERGEN, TABETHA	E6-1-MALONEE, DANIEL	H1-1/1/1	
A3-1-GARCIA, DANIEL	D-POD (11/12/16)	RODERIC, BRADON	Fox, Jerry	
A4-1-GOWIN, HENRY	D2-1-BROWN, CYNTHIA	E5-2-PAAR, NATHAN	H2 (1/1/2)	
A5-2-SANCHEZ, ARTHUR	D1-1-BURNETT, BOBBE	E5-1-STELMER, JOHNATHAN	SMITH, ANDREW	
A4-2-WATKINS, BILLY	D6-1-CROCKER, HALE	F-POD (12/1/16)	MEDICAL (2/2/1)	
B-POD (11/11/20)	D4-1-ELKINS, KAYLA	F1-2-ALLEN, ROBERT	SMITH, JAMIE	
B5-3-BEAL, MICHAEL	D1-4-ENGELHARD, LETICIA	F2-1-CORRAD, JASON	SMITH, JUANITA	
B6-2-BURKETT, SHAYNE	D1-2-FUQUA, JENNIFER	F3-3-COWSERT, CHAZ	OFF SITE (4/4/75)	
B1-4-DOUGLAS, NIKEL	D1-3-GRAY, KEATHAN	F2-2-CREASEY, LANDON	COLBY, SAMUEL	
B2-1-HIGH, MARIAN	D4-4-KING, KISHA	F4-1-FIDDICK, PRESTON	HARDY, DONALD	
B1-2-JOHNSON, COURTNEY	D3-2-MINTOSH, DAKOTA	F6-2-MCCOWN, MATTHEW	STRUTTON, JOHNATHON	
B2-2-MADDEN, GREG	D1-1-REYNOLDS, MARILYN	F3-2-MEDLER, JOSHUA	WALKER, JAMES	
B1-1-ROBINSON, MATTHEW	D2-2-SPECHT, KIMBERLY	F6-4-MERIDA HERNANDEZ, ESWIN	PADDED (2/2/1)	
B4-3-SANDERS, JOHNNY	D3-1-STONEKING, CHRISTIAN	F3-4-NEWBY, STEVEN	CLELAND, CHRISTOPHER	
B5-2-SCHAFFER, SETH	DIRTY BULL (2/2/4)	F5-2-TAYLOR, RANDY	Madena, Funky	
B4-1-STOLTZ, ZACHARY	APPERSON, CARLA	F4-2-TERRY, WILLIAM	WORK RELEASE (4/4/6)	

Finally, the JailTracker **Mobile App** is intuitive and convenient for managing duties like head counts, cell checks, offender movements and more.

JailTracker has a long history of providing **integrations** with other vendors, like offender commissary and phone systems, Live Scan, accounting systems, kiosks, medical (EMR), victim notification, IRIS Scanning, records management systems, and many more. Integration configurations are completed based on agency specifications using a variety of different methods to transfer data; FTP, web services, MQ Messaging, database query, SSIS, and ODBC.

The JailTracker team uses a highly collaborative approach to interface development to ensure the system is **easy to use with seamless functionality**; with agency business experts and stakeholders participating in analysis work throughout the proposed approach using industry-accepted practices.

- Understand how legacy interfaces have been used.
- Explain the relationships between data elements.
- Understand constraints of the underlying systems.
- Provide insight to the potential volumes and types of data.



## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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### **Ease of Use**

A user-friendly interface, robust search tools and Wizards make JailTracker easy to learn. Our staff works with each agency to develop a custom training plan, designed to represent a blend of on-site and remote training that best meets their personnel and budgetary needs. Our training approach provides Train-the-Trainer classes so the staff at Ottawa retains the knowledge to train current and future users. A training database is provided for users to practice in before entering data in the live system which makes it easy for new users.

### **Search Function Capabilities**

JailTracker provides a robust search engine based on a multitude of criteria and/or features. Offender data can be queried by partial information, as well as various data fields, i.e., last name, first name, jacket, booking number alias, case number, SID, date ranges, etc. JailTracker also provides a biometric feature (facial recognition) to validate the identity of an offender.

### **Seamless Functionality**

JailTracker was designed with input from people that have worked in jails and correctional facilities in previous careers. We hold annual user conferences that include workshops with key agencies who collaborate in the development of new functions and features to ensure that future programming stays in step with jail management in ways that are useable and make sense.






# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

## JAIL MANAGEMENT SOLUTION

### FUNCTIONALITY

Capability	Required Function	Application Module
	A. Fast-Track Booking (created by patrol)	Booking Module
	B. Booking (LiveScan, Mugshot interface)	Base JailTracker Module/Fingerprint Machine Interface Module
	C. Inmate Profile Management	Base JailTracker Module
	D. Inmate Tracking	Base JailTracker Module + Mobile App
	E. Barcoding/Inmate Wristband Identification	Mobile App
	F. Property Management	Base JailTracker Module
	G. Housing	Base JailTracker Module
	H. Inmate Discipline	Base JailTracker Module
	I. Gang/Associations	Base JailTracker Module
	J. Scheduling – Court/Attorneys	Scheduling Module
	K. Sentence Calendar	Base JailTracker Module
	L. Release	Base JailTracker Module
	M. Bond Fines and Costs	Base JailTracker Module
	N. Trust-Fund Accounting	Accounting Module
	O. Kiosk for Trust Fund Deposits	Accounting Module/ Kiosk Interface Module
	P. Commissary Ordering and Tracking	Accounting Module/Integration

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

Capability	Required Function	Application Module
	Q. Jail Programs Enrollment	Base JailTracker Module + Programs + Scheduling Modules
	R. PREA Documentation	Base JailTracker Module
	S. ACA Compliance	Base JailTracker Module
	T. Officer Contact Information	Base JailTracker Module
	U. Visitation and Visit Tracking	Base JailTracker Module + Scheduling Module




## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

### THIRD PARTY SYSTEM INTEGRATION & FUNCTIONALITY

Our JMS developers have years of experience successfully integrating to 3<sup>rd</sup> party systems and interfaces. All new interfaces have been scoped and accounted for as part of the project delivery.

Status	System
	A. Equivant JWorks/Northpointe This is a new interface for JailTracker that has been accounted for in the project scope and will be delivered during implementation.
	B. Justice Systems FullCourt This is a new interface for JailTracker that has been accounted for in the project scope and will be delivered during implementation.
	C. Tyler Technologies Odyssey Justice Suite This is a new interface for JailTracker that has been accounted for in the project scope and will be delivered during implementation.
	D. Karpel PROSECUTOR by Karpel We have already done development work with this system. Integration configurations are completed based on a Web API.
	E. LiveScan/Mugshots We have already done development work with this system. Integration configurations are completed based on agency specifications using a variety of different methods to transfer data but generally is a form of File Transfer.
	F. Talon/Core We have already done development work with this system since Core Technology and JailTracker are part of the same company, managed under Global Public Safety. This interface is built into the product.
	G. Appriss/VINE We have already done development work with this system. Integration configurations are completed using FTP.
	H. State Criminal Alien Assistance Program (SCAAP) We have already done development work with this system. Integration configurations are completed using a report that is submitted.
	I. Dataworks We have already done development work with this system. Integration configurations are completed using File Transfer.

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

Status	System
	<p>J. OnBase</p> <p>We have exchanged data with OnBase for customers using our Talon Data Exchange and expect to be able to meet the needs of Ottawa by leveraging some of that existing development work.</p>
	<p>K. Tyler Anywhere Cashiering Point of Sale (POS)</p> <p>We have not interfaced with this third-party system before but have worked with other similar systems and the development work is very minimal so we can provide this very easily.</p>
	<p>L. Tyler Munis Accounts Payable</p> <p>This is a new interface for JailTracker that has been accounted for in the project scope and will be delivered during implementation.</p>
	<p>M. WebTecs - Civil Judgements, Online Payments, Records Search, Inmate Lookup</p> <p>We have not interfaced with this third-party system before but have with another similar web company so additional development would not be needed.</p>
	<p>N. Canteen Commissary</p> <p>We have already done development work with this system. Integration configurations are completed generally using file transfer but for some commissary vendors we use a Web API as well.</p>
	<p>O. Securus Phone</p> <p>We have already done development work with this system. Integration configurations are completed using FTP.</p>
	<p>P. Microsoft Office 365</p> <p>We are able to export data to Word or Excel if that is what is needed for an interface.</p>
	<p>Q. Microsoft Outlook</p> <p>We are able to email a report directly with the Microsoft Outlook client if that is what is needed for an interface.</p>

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

### TECHNICAL REQUIREMENTS

<b>JailTracker Workstations</b>		
<b>Item</b>	<b>Recommended Specifications</b>	<b>Notes</b>
Processor	Intel Quad-Core Processor, 2.0GHZ or greater	Current-generation processor preferred
Memory	4 GB RAM Minimum	Total memory will depend on number of applications running
Hard Drive	1 GB free space, more may be required depending on size of GIS data	SATA hard drives perform better than IDE
Video	1024x768 resolution	
Network	10/100 Network adapter	
Operating System	Windows 10 Professional 32/64-bit	
Support Access	Client must provide a high-speed internet connection for support	Remote support is provided via TeamViewer over a secure connection

<b>JailTracker Physical Server System (on-premises solution option) 400 Bed or Greater</b>		
<b>Application\Interfaces Server</b>		
<b>Item</b>	<b>Recommended Specifications</b>	<b>Notes</b>
Processor	Quad-Core Xeon Processors, 2.4GHZ or greater	
Memory	32 GB RAM	Total memory required will depend on number of applications running on the server
RAID	Hardware RAID Controller required	
Hard Drives	(4) 1 TB, 7200k rpm	(3)- RAID 5 disk set (1)- hot spare
Network	Gigabit NIC required. Teamed adapters are preferred.	
Video	1024x768	
UPS	Rackmount 1500 VA	
Backup Device	External USB Drive	For additional database backups
Operating System	Microsoft Server 2012 Standard or Newer	Current Service Packs applied
Database Engine	Microsoft SQL Server 2012 Standard or newer	Current Service Packs applied
Support Access	Client must provide a high-speed internet connection	Remote support provided via TeamViewer over secure connection

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

Ancillary Hardware		
Item	Description	Notes
Camera	Any WIA compliant camera (webcam Logitech c920) For IP based Pan Tilt Zoom Camera: Vivotek SD9161**	For imaging/mug shots
Signature Pad	Epad VP9801 or Epad2	Electronic signature capture
Scanner	Any TWAIN-compliant scanner, recommend Panasonic or Visioneer	Document Imaging
Laser Printer	Any network Laser Printer	For armbands
Barcode Scanner	Android Device version 8 or greater	Barcode Scanning/Mobile App
Driver's License Scanner	Honeywell Genesis 7580g	Driver's License scanning
<p>** This is a POE (power over ethernet) network camera. If the agency doesn't have access to a POE switch, the POE Injector (AP-GIC-010A-030) will be required.</p>		

# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

## PROPOSAL PRICING

### FIVE YEAR COST OF SOFTWARE

- A. Provide itemized pricing to the extent possible for any application, module, system, solution being offered. Describe how the costs are assessed: per license, per user, server capacity, caseload, etc.**

Please see the quote below for pricing. Costs are based on facility size, required functionality and necessary integrations.

- B. Provide pricing information for both on-premise and hosted solutions, as applicable. What do you recommend for the best system (hosted v. on-premise) and why? Hosted solutions (e.g. Cloud) must include the cost of infrastructure enhancements needed to provide the equivalent responsiveness and reliability of internally hosted solutions.**

Our recommendation for Ottawa County is an on-premise solution.

- a. An on-premise solution avoids the potential risk of internet slowdowns and outages.
- b. Ottawa County has a highly qualified and capable IT support staff.
- c. The Ottawa Correctional Facility is in one centralized location so there is no requirement to provide full JMS access to multiple or remote facilities.

If Ottawa County prefers a hosted solution, that is also an available option. The JailTracker online solution is hosted at NLETS, a highly secure and established hosting facility serving Public Safety and Justice agencies across the United States where CJIS compliance is a requirement.

- C. Explain how costs for software and implementation will be billed. Provide information regarding any additional hardware and/or infrastructure required to support the solution including, but not limited to servers, network (internet bandwidth), security, and supporting software and licensing. Include a schedule of milestone payments, as applicable.**

- 1. Software license fees are invoiced upon receipt of the order.
- 2. Initial Annual Support fees are invoiced at software installation for the customer.
- 3. Professional Service fees are invoiced 50% upon receipt of order and 50% at completion of services.

### Projected Milestone Payment Schedule

Assuming December 15<sup>th</sup> Contract signing, January 1<sup>st</sup> Project Kickoff and May 31<sup>st</sup> Go Live.

12/31/2020	First invoice	Software License Fees and 50% of Service Fees
5/31/2021	Second invoice	Software Maintenance fees and remaining 50% of Service fees



## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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### Required Hardware and Infrastructure

Core Technology can supply hardware through a partner; however, we recommend Ottawa County purchase the required servers and hardware to take advantage of government discounts not available to commercial vendors.

In general, required Hardware/Infrastructure includes the following items.

- 2-3 Servers: 1 Application Server, 1 Interface Server, 1 DB Server; alternatively, utilizing an existing DB server running MS SQL 2012+ is an option if it is not overly taxed on resources
- MS SQL Licensing
- Backup software
- Anti-virus software
- Mugshot Cameras
- Signature Pads
- Document Scanners
- Mobile Devices
- Driver's License Scanners

**D. Include any training costs or reimbursable expenses the County may expect to be charged.**

Training, travel and all associated project implementation costs have been included as part of our proposal.

**E. Provide information regarding the cost of integrations with third-party systems and provide itemized pricing, to the extent possible, for integrations and/or file transfers. What other vendors do you integrate with? Provide a list of current integrations, including a description of the type of integration, how many client users, and how long the integration has been in use.**

Development & Implementation cost for new interfaces have been included in our proposal.

- Equivant JWorks/Northpointe
- Justice Systems FullCourt
- Tyler Technologies Odyssey Justice Suite
- OnBase
- Tyler Munis Accounts Payable

## **OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2**

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### **Current Integrations/Interfaces**

The integrations listed below have been in use for at least 10 years or longer. All 200+ of our JMS clients have at least one integration; the most standard integrations are with commissary vendors, inmate phone providers, Livescan and VINE. We are constantly adding to this list as new implementations occur, and new third party systems are introduced to us. The implementation cost for existing interfaces have been included in the proposal.

Listed below are existing JailTracker interfaces that have been developed and are in use today.

### **Commissary**

- Swanson
- Aramark
- Keefe
- Grissom
- Tiger
- Telerus
- Canteen
- McDaniel
- Stellar
- AlphaOmega
- Correctional Food Services
- Turnkey

### **Collections**

- Pay My Jailer
- Hillcrest

### **Court Systems**

- Ohio

### **Debit Card Refunds**

- NUMI (Futura)

### **Kiosk**

- TouchPay
- Tiger
- Telmate

### **LiveScan/Fingerprinting**

- Indentix
- AFIS
- Cogent
- IDEMIA (MorphoTrak/MorphoTrust)
- Dataworks
- ID Networks

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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### Medical

- Sapphire Medical (Diamond)
- CorrecTek
- Southern Health Partners
- Everspring Pharmacy
- CorEMR
- CorrectRxPharmacy
- Red Care
- DetainEMR (AIMM)
- JailCore
- IHS Pharmacy, Kalos
- HCS Inc.
- Spiral FX

### Phone

- Telmate
- Securus
- Combined Public
- Global Tel\*Link
- CityTeleCoin
- EnCartele
- PayTel
- AmTel
- ICSolutions
- NCIC

### RMS

- Interact 911
- NSynch
- Denali
- Pamet
- TIMS
- SmartCop
- TAC10

### Visitation

- VisVox
- Renovo Video
- HomeWav

### Website

- Brooks Jeffrey
- The Sheriff App

## OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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### **Other**

- VINE (Victims Information and Notification Everyday)
- SAVIN - Pennsylvania
- JNET - Pennsylvania Reporting
- Measures for Justice - Missouri
- MoDex - Missouri
- IRIS - Missouri
- LINX - Virginia
- CORIS - Virginia
- SSA Export
- MTI
- SBIRT - Maryland
- Guard1

### **F. Provide details of any tiered pricing, bulk rates or discounts offered.**

Preferred Client discounts have been applied to our proposal. Multi-Agency discounts are considered when feasible - i.e., shared training resources, or onsite project resources shared in parallel with another agencies project, etc. Software for Life license discounts will be applied to any future software purchase.

### **HARRIS SOFTWARE FOR LIFE POLICY**

Global Public Safety/Core Technology Corporation is committed to providing clients the best investment possible through the Harris “Software for Life” policy. All customers who maintain a current maintenance agreement receive the benefit of substantially reduced costs down the road when upgrading or replacing their system with any of the next generation software products available within the Global Public Safety group. This means that in the future, you will not be forced to re-purchase the software, as new versions are made available – even if that is an entirely different Flagship platform that becomes available.

# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

## QUOTE



Quote Date: September 2, 2020  
 Expiration Date: December 31, 2020

Quote For: Ottawa County Purchasing; RFP #20-06  
 Ottawa County Sheriff's Office  
 Address: 12220 Fillmore Street  
 City, State: Zip: West Olive, MI 49460

Prepared By: Sarah Lee  
 Phone: (517) 256-6995  
 Email: slee@coretechcorp.com

### PRICING METHODOLOGY

Ottawa County SO - RFP PRICING - 9/2/2020				COMMENTS
<b>Company Name: Global Public Safety &amp; Justice - Product Name: JAIL TRACKER</b>				This quote represents an all inclusive price to deliver the solution as described in the RFP.  Preferred Customer Discount
<b>PRICING SUMMARY</b>				
Item	Description	Cost		
		License	Maintenance	
SW	JAIL TRACKER JMS SOFTWARE	\$ 87,802	\$ 20,516	
INTF	JMS INTERFACES	\$ 60,000	\$ 13,200	
PS	PROFESSIONAL SERVICES & CUSTOM DEVELOPMENT	\$ 157,025	NA	
Summary Totals of Year 1 Cost		\$ 304,827	\$ 33,716	
Customer Discount - Software & Services		\$ (22,000)		
<b>Summary Totals of Year 1 Cost after discounts</b>		<b>\$ 282,827</b>	<b>\$ 33,716</b>	<b>Total Project Cost Year 1 = \$316,543</b> Software, Services & Maintenance

Item	Annual Software Maintenance - (Yr 1 thru 5)	5 Year SW Maintenance Cost		Five Year 24 x 7 Software Maintenance
SWM	Annual Software Maintenance Year 1	\$	33,716	
SWM	Annual Software Maintenance Year 2	\$	35,402	
SWM	Annual Software Maintenance Year 3	\$	37,172	
SWM	Annual Software Maintenance Year 4	\$	39,030	
SWM	Annual Software Maintenance Year 5	\$	40,982	
	Summary of 5 Year Software Maintenance		\$ 186,302	

<b>Grand Total over 5 years</b>	<b>Total Project Cost 5 Years = \$469,129</b> Software, Services & Maintenance
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#### Notes:

- Annual Maintenance increases starting year 6 are estimated at 5%.
- On-Premise solution being proposed, therefore hosted pricing is not being provided.





# OTTAWA COUNTY JAIL MANAGEMENT SYSTEM – PHASE 2

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**Terms and Conditions:**

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer:
  - o Software License Agreement; and (if applicable)
  - o Core Service Bureau terms and conditions; and (if applicable)
  - o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

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**Payment Terms:**

Software license fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. Service fees are invoiced 50% upon receipt of order and 50% at completion of services. This price quote does not include tax.

**Core Technology Corporation:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Customer:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

*Please sign and return. Fax Number: 517-627-8944*

# Action Request



<b>Committee:</b> Board of Commissioners <input type="text"/>
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Fiscal Services Department
<b>Submitted By:</b> Karen Karasinski
<b>Agenda Item:</b> Resolution to Authorize "Qualifying Statements" for Bonding Purposes

### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to authorize certification of a "Qualifying Statement" for bonding purposes.

### Summary of Request:

Pursuant to the requirements of the Uniform Budgeting and Accounting Act, the Chief Administrative Officer of the County must certify and file a "qualifying statement" with the Michigan Department of Treasury. This qualifies the County to issue securities.

### Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

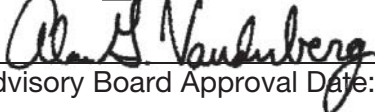
**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

### Action is Related to Strategic Plan:

**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.

**Objective:** Goal 1, Objective 3: Maintain or improve bond credit ratings.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:   
Committee/Governing/Advisory Board Approval Date: 03/16/2021

Finance and Administration Committee

**COUNTY OF OTTAWA**  
**STATE OF MICHIGAN**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the \_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ o'clock p.m. local time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, the Ottawa County Board of Commissioners is required, by the Revised Municipal Finance Act, Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq., to authorize the County Administrator, as Chief Administrative Officer of Ottawa County pursuant to the requirements of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as amended, MCL 141.421 et seq., to certify and file a “qualifying statement” with the Michigan Department of Treasury, as provided for in Section 303 of Act 34, MCL 141.2303, so that Ottawa County will be qualified to issue securities;

NOW THEREFORE BE IT RESOLVED, that Alan Vanderberg, County Administrator of Ottawa County, Michigan, as Chief Administrative Officer of Ottawa County under the provisions of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as

amended, MCL 141.421 et seq., is hereby authorized to certify and file a “qualifying statement” with the Michigan Department of Treasury so that Ottawa County may issue securities under the laws of the State of Michigan and Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq.; and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSTENTIONS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION ADOPTED.

\_\_\_\_\_  
Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Ottawa County Clerk/Register



# Action Request



<b>Committee:</b> Board of Commissioners <input type="text"/>
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Ottawa County Public Utilities
<b>Submitted By:</b> Regina MacMillan
<b>Agenda Item:</b> Ottawa County Water Supply Refunding Bonds, Series 2021

### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to Authorize the Issuance of Not to Exceed \$3,200,000 Ottawa County Water Supply Refunding Bonds, Series 2021 (Northwest Ottawa Water System).

### Summary of Request:

It is in the best interests of the County and the Township that bonds be sold to refund the Prior Bonds. This proposed refunding will result in an estimated True Interest Cost of 1.470546%, with an estimated Net Present Worth Savings of \$103,237.56. The annual debt payments will be reduced from the current average of \$42,453 per year to approximately \$26,212 per year. This will allow the Township to forego future planned rate increases necessary to service the existing debt and allow debt rates to stabilize for their sewer customers.

### Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

### Action is Related to Strategic Plan:

**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.

**Objective:** Goal 1, Objective 3: Maintain or improve bond credit ratings.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Finance and Administration Committee

03/16/2021



Since 1911

**Ottawa County Road Commission**  
14110 Lakeshore Drive  
Grand Haven, Michigan 49417  
(616) 842-5400  
[info@ottawacorc.com](mailto:info@ottawacorc.com)

## MEMORANDUM

To: Ottawa County Board of Commissioners  
From: Patrick J. Staskiewicz, P.E., Public Utilities Director  
Re: 2011 Nows Bond Refunding  
Date: March 5, 2021

In 2011, the Northwest Ottawa Water System made improvements to the raw water system that supplies the water treatment plant in Grand Haven. To finance these improvements, a \$4.8 million dollar bond issue was sold at a true interest cost of 3.75%. These bonds are now callable and have \$2.96 million in principal remaining. Based on an estimate from our finance advisor, Robert W. Baird & Co., the current market rates are approximately 1.02%. This lower interest rate will result in an estimated net present value savings of \$402,269.89 over the remaining life of the bond issue, or about \$43,000 per year.

Attached please find a resolution authorizing the County to proceed with refunding this bond issue. I have also attached the February 3, 2021 refunding estimate and proposed schedule, for your information.

Please let me know if you have any additional questions regarding this refunding opportunity.

RE: RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED  
\$3,200,000 OTTAWA COUNTY WATER SUPPLY REFUNDING BONDS, SERIES  
2021 (NORTHWEST OTTAWA WATER SYSTEM)

Submitted by Commissioner \_\_\_\_\_:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended (“Act 342”), the Board of Supervisors of the County of Ottawa (the “County”) authorized and directed that there be established, maintained and operated a countywide system or systems of water and sewer improvements and services and designated the Board of County Road Commissioners of the County to be the agency of the County for the purposes set forth in Act 342; and

WHEREAS, pursuant to the provisions of Act 342, the Village of Spring Lake, the City of Grand Haven, the Charter Township of Grand Haven, the Township of Spring Lake, and the City of Ferrysburg (hereinafter referred to individually as a “Municipality” and collectively as the “Municipalities”) and the County, acting by and through its Board of County Road Commissioners as county agency (the “County Agency”), have entered into the Northwest Ottawa Water System 2009 Improvements Contract dated as of March 1, 2009 (the “2009 Contract”); and

WHEREAS, pursuant to the 2009 Contract the County issued its Ottawa County Water Supply Bonds (Northwest Ottawa Water System 2011 Improvements), Series B, dated June 1, 2011, in the original principal amount of \$4,800,000 (hereinafter referred to as the “Prior Bonds”); and

WHEREAS, the Prior Bonds were issued in anticipation of payments to be made to the County by the Municipalities pursuant to the 2009 Contract; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of

\$3,185,000, mature in various principal amounts in the years 2021 through 2031 and bear interest at rates per annum which vary from 3.00% to 4.25%; and

WHEREAS, Part VI of Act No. 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the County to refund all or any part of its outstanding securities; and

WHEREAS, the County has been advised that conditions in the bond market have now improved from the conditions which prevailed at the time the Prior Bonds were sold and that part of the outstanding Prior Bonds could be refunded at a considerable savings to the Municipalities; and

WHEREAS, the governing body of each Municipality has adopted a resolution requesting and authorizing the County to issue its refunding bonds for the purpose of refunding all or part of the Prior Bonds and paying the costs of issuing the refunding bonds and agreeing to continue to make payments to the County in accordance with the 2009 Contract in amounts sufficient to pay its share of the principal of and interest on the refunding bonds and any of the Prior Bonds that are not refunded and all paying agency fees and other expenses and charges (including the County Agency’s administrative expenses) which are payable on account of the refunding bonds and those Prior Bonds that are not refunded; and

WHEREAS, it is in the best interests of the County and the Municipalities that bonds be sold to refund the Prior Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTTAWA:

1. AUTHORIZATION OF BONDS - PURPOSE. Bonds of the County of Ottawa, aggregating the principal sum of not to exceed Three Million Two Hundred Thousand Dollars (\$3,200,000) (the “Bonds”) shall be issued and sold pursuant to the provisions of Act 342, Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the Prior Bonds.

2. BOND DETAILS. The Bonds shall be designated “Ottawa County Water Supply Refunding Bonds, Series 2021 (Northwest Ottawa Water System)”; shall be dated as of such date as shall be approved by the Public Utilities Director at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5% per annum to be

determined by the Public Utilities Director at the time of sale payable on such dates as shall be determined by the Public Utilities Director at the time of sale; and shall mature in such principal amounts and on such dates and in such years as shall be determined by the Public Utilities Director at the time of sale.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by wire transfer or by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

4. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity, if so determined by the Public Utilities Director at the time of sale, upon such terms and conditions as may be determined by the Public Utilities Director.

5. BOND REGISTRAR AND PAYING AGENT. The Public Utilities Director shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Public Utilities Director from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

6. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”) for the benefit of other parties (the “Participants”) in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of certificates evidencing the Bonds. In such event, the bond registrar and paying agent shall deliver, transfer and exchange such certificates as requested by DTC and any Participant or “beneficial owner” in appropriate



amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver certificates evidencing the Bonds in accordance with the procedures established by this Bond Resolution. In the event such certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between the County and DTC. The Public Utilities Director is authorized to sign such other documents with DTC on behalf of the County, in such form as the Public Utilities Director deems necessary or appropriate in order to accomplish the issuance of the Bonds in accordance with law and this Bond Resolution. Notwithstanding any other provision of this Bond Resolution to the contrary, if the Public Utilities Director deems it to be in the best interests of the County, the Bonds shall not initially be issued through the book-entry-only transfer system of DTC.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a

facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the original purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 3 of this

Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

9. FORM OF BONDS. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OTTAWA  
OTTAWA COUNTY WATER SUPPLY REFUNDING BONDS, SERIES 2021  
(NORTHWEST OTTAWA WATER SYSTEM)

INTEREST RATE      MATURITY DATE      DATE OF ORIGINAL ISSUE      CUSIP

Registered Owner

Principal Amount

The County of Ottawa, State of Michigan (the "County") acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolutions, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by wire transfer or by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from \_\_\_\_\_, 20\_\_ or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing on \_\_\_\_\_, 20\_\_ . Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended, and Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County and an order executed by the Public Utilities Director of the County (collectively, the "Resolutions") for the purpose of refunding the County's outstanding Ottawa County Water Supply Bonds (Northwest Ottawa Water System 2011 Improvements), Series B, dated June 1, 2011, maturing in the years \_\_\_\_\_ through \_\_\_\_\_. The bonds of this series are issued in anticipation of, and the principal of and interest on

the bonds are payable from, moneys to be received by the County from the Village of Spring Lake, the City of Grand Haven, the Charter Township of Grand Haven, the Township of Spring Lake and the City of Ferrysburg (collectively, the "Municipalities") in payment of their respective obligations under a contract dated March 1, 2009, among the County and the Municipalities. The full faith and credit of each of the Municipalities have been pledged for the making of payments to the County in amounts sufficient to pay their respective share of the principal of and interest on the bonds of this series when due. As additional security for the payment of the principal of and interest on the bonds of this series the full faith and credit of the County have been pledged. Taxes imposed by the Municipalities and the County are subject to constitutional tax limitations.

This bond is transferable, as provided in the Resolutions, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolutions, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year \_\_\_\_\_ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to \_\_\_\_\_ 1, 20\_\_, are not subject to optional redemption prior to maturity. Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more dates on and after \_\_\_\_\_ 1, 20\_\_. Bonds of a denomination greater than \$5,000



may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without premium.

Not less than thirty days but not more than sixty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ottawa, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF OTTAWA

(SEAL)

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman,  
Board of Commissioners

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolutions.

\_\_\_\_\_  
Bond Registrar and Paying  
Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

End of Bond Form

10. SECURITY. The Bonds shall be issued in anticipation of payments to be made by the Municipalities pursuant to the 2009 Contract. The Bonds shall be secured primarily by the full faith and credit pledges made by the Municipalities in the 2009 Contract. As additional and secondary security, the full faith and credit of the County are hereby pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If any Municipality shall fail to make payments to the County which are sufficient to pay its share of the principal of and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County.

11. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, or any portion thereof, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds and the owners of such Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on such Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

12. PRINCIPAL AND INTEREST FUND. There has been established for the Prior Bonds a Principal and Interest Fund and there is hereby established for the Bonds a Principal and Interest Fund. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any accrued interest received from the purchaser of the Bonds at the time of delivery of the same. All payments received from the Municipalities pursuant to the 2009 Contract are pledged for the payment of the principal of and interest on the non-refunded Prior Bonds and the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund for the Bonds. The County Agency shall transfer moneys in the Principal and Interest Fund to the bond registrar and paying agent for the Prior Bonds and the bond registrar and paying agent for the Bonds as necessary for the payment of the principal of and interest on the non-refunded Prior Bonds and the Bonds.

13. PAYMENT OF ISSUANCE EXPENSES - ESCROW FUND. The remainder of the proceeds of the Bonds shall be used to pay the issuance expenses of the Bonds and to establish an escrow fund for the Prior Bonds that are refunded (the “Refunded Bonds”). After the issuance expenses have been paid or provided for the remaining proceeds shall be used, together with available funds of the Municipalities, if any, to establish an escrow fund (the “Escrow Fund”) consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premiums, if any, on the Refunded Bonds. The Escrow Fund shall be held by an escrow agent (the “Escrow Agent”) in trust pursuant to an escrow agreement (the “Escrow Agreement”), which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the interest on the Refunded Bonds when due and to call the Refunded Bonds for redemption at such time as shall be determined in the Escrow Agreement. The Public Utilities Director is authorized to select the Escrow Agent and enter into the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received thereon will be sufficient without reinvestment to pay the principal of, interest on and redemption premiums, if any, on the Refunded Bonds when due at maturity or call for redemption as required by the Escrow Agreement.

14. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34, and the Public Utilities Director is authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this Bond Resolution.

15. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a competitive sale as hereinafter provided. The Public Utilities Director is hereby authorized to approve an Official Notice of Sale for the Bonds and publish the same in accordance with law in *The Bond Buyer* at least seven days before the date set for the sale of the Bonds. Sealed bids for the purchase of the Bonds shall be received up to such time as shall hereafter be determined by the Public Utilities Director. Following the receipt of bids for the Bonds, the Bonds shall be awarded to the successful bidder therefor pursuant to an order to be executed by the Public Utilities Director at the time of sale of the Bonds, which order shall set



forth, with respect to the Bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the successful bidder, as well as such other terms and provisions as the Public Utilities Director determines to be necessary or appropriate in connection with the sale of the Bonds.

Notwithstanding the foregoing, if the Public Utilities Director, following consultation with the County's financial advisor and the County Administrator, determines that a negotiated sale would be in the best interests of the County and provide the maximum flexibility in pricing the Bonds, the Bonds shall be sold pursuant to a negotiated sale. The Public Utilities Director is hereby authorized to negotiate and enter into a bond purchase agreement, private placement agreement or other purchase agreement (a "Purchase Agreement") with an underwriter, a placement agent or other purchaser (a "Purchaser") to be selected by the Public Utilities Director, following consultation with the County's financial advisor and the County Administrator, at or prior to the time of the sale of the Bonds, which Purchase Agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Purchaser and compensation to be paid to an underwriter or placement agent, if any, as well as such other terms and provisions as the Public Utilities Director determines to be necessary or appropriate in connection with the sale of the Bonds. The Purchase Agreement shall be approved by an order to be executed by the Public Utilities Director at the time of the sale of the Bonds.

The members of the Board of County Road Commissioners, the Public Utilities Director, the County Administrator and other appropriate County officials are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Resolution. In making determinations in the order awarding the Bonds to the low bidder at a competitive sale or approving the Purchase Agreement in connection with a negotiated sale, with respect to principal maturities and dates, interest rates, purchase price of the Bonds, and, in the event of a negotiated sale, compensation to be paid to any underwriter or placement agent, the Public Utilities Director shall be limited as follows:

- (a) The interest rate on any Bond shall not exceed 5% per annum.
- (b) The final maturity date of the Bonds shall not be later than May 1, 2031.
- (c) The purchase price of the Bonds shall not be less than 98% of the principal amount thereof.

(d) In the event that the Bonds are sold pursuant to a negotiated sale as provided herein, an underwriter's discount with respect to the Bonds or the compensation to be paid to an underwriter or placement agent shall not exceed 2% of the principal amount of the Bonds.

16. REPLACEMENT OF BONDS. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant to the provisions of this Section 16 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

17. TAX COVENANT. The County covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Board of County Road Commissioners, the Public Utilities Director and other appropriate County officials are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

18. QUALIFIED TAX EXEMPT OBLIGATIONS. If determined by the Public Utilities Director at the time of sale, all or part of the Bonds may be designated as Qualified Tax Exempt Obligations as described in Section 265(b)(3)(B) of the Code.

19. OFFICIAL STATEMENT. The Board of County Road Commissioners is authorized to cause the preparation of an official statement or other offering document for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities

Exchange Act of 1934, as amended (the “Rule”), and to do all other things necessary to enable compliance with the Rule. After the award of the Bonds at a competitive sale or the execution of the Purchase Agreement in connection with a negotiated sale, the County will provide copies of a “final official statement” (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder at a competitive sale or Purchaser at a negotiated sale to enable such low bidder or Purchaser to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

20. CONTINUING DISCLOSURE. The County Treasurer is hereby authorized, if necessary, to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

21. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION ADOPTED.

STATE OF MICHIGAN )  
 )  
COUNTY OF OTTAWA )

I hereby certify that I am the County Clerk of the County of Ottawa, State of Michigan, and that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of said County at a regular meeting held on March 23, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

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County Clerk  
County of Ottawa



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SUMMARY OF BONDS REFUNDED

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Ottawa County Water Supply Bonds, Series B (NOWS 2011 Improvements) (GOLT), BOND31:					
	05/01/2022	3.250%	235,000.00	06/01/2021	100.000
	05/01/2023	3.500%	250,000.00	06/01/2021	100.000
	05/01/2024	3.500%	260,000.00	06/01/2021	100.000
	05/01/2025	4.000%	275,000.00	06/01/2021	100.000
	05/01/2026	4.000%	285,000.00	06/01/2021	100.000
	05/01/2027	4.000%	300,000.00	06/01/2021	100.000
	05/01/2028	4.000%	315,000.00	06/01/2021	100.000
	05/01/2029	4.000%	330,000.00	06/01/2021	100.000
	05/01/2030	4.250%	345,000.00	06/01/2021	100.000
	05/01/2031	4.250%	365,000.00	06/01/2021	100.000
			2,960,000.00		

Notes:

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes only in seeking to serve as a financial advisor or municipal advisor to you on a possible issuance of municipal securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board ('MSRB'). A financial advisor or municipal advisor is subject to a fiduciary duty, including a duty of care and a duty of loyalty, and is required to act solely in the best interests of the client. See 'Important Disclosures' contained herein.

PRIOR BOND DEBT SERVICE

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021			57,931.25	57,931.25	
09/30/2021					57,931.25
11/01/2021			57,931.25	57,931.25	
05/01/2022	235,000	3.250%	57,931.25	292,931.25	
09/30/2022					350,862.50
11/01/2022			54,112.50	54,112.50	
05/01/2023	250,000	3.500%	54,112.50	304,112.50	
09/30/2023					358,225.00
11/01/2023			49,737.50	49,737.50	
05/01/2024	260,000	3.500%	49,737.50	309,737.50	
09/30/2024					359,475.00
11/01/2024			45,187.50	45,187.50	
05/01/2025	275,000	4.000%	45,187.50	320,187.50	
09/30/2025					365,375.00
11/01/2025			39,687.50	39,687.50	
05/01/2026	285,000	4.000%	39,687.50	324,687.50	
09/30/2026					364,375.00
11/01/2026			33,987.50	33,987.50	
05/01/2027	300,000	4.000%	33,987.50	333,987.50	
09/30/2027					367,975.00
11/01/2027			27,987.50	27,987.50	
05/01/2028	315,000	4.000%	27,987.50	342,987.50	
09/30/2028					370,975.00
11/01/2028			21,687.50	21,687.50	
05/01/2029	330,000	4.000%	21,687.50	351,687.50	
09/30/2029					373,375.00
11/01/2029			15,087.50	15,087.50	
05/01/2030	345,000	4.250%	15,087.50	360,087.50	
09/30/2030					375,175.00
11/01/2030			7,756.25	7,756.25	
05/01/2031	365,000	4.250%	7,756.25	372,756.25	
09/30/2031					380,512.50
	2,960,000		764,256.25	3,724,256.25	3,724,256.25

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ESCROW REQUIREMENTS

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Period Ending	Interest	Principal Redeemed	Total
05/01/2021	57,931.25		57,931.25
06/01/2021	9,655.21	2,960,000.00	2,969,655.21
	67,586.46	2,960,000.00	3,027,586.46

ESCROW DESCRIPTIONS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	Total Cost
Mar 1, 2021:							
SLGS	Certificate	05/01/2021	05/01/2021	57,929	0.030%	0.030%	57,929.00
SLGS	Certificate	06/01/2021	06/01/2021	2,969,280	0.050%	0.050%	2,969,280.00
				3,027,209			3,027,209.00

SLGS Summary

SLGS Rates File	03FEB21
Total Certificates of Indebtedness	3,027,209.00

ESCROW COST

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	05/01/2021	57,929	0.030%	57,929.00
SLGS	06/01/2021	2,969,280	0.050%	2,969,280.00
		3,027,209		3,027,209.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
03/01/2021	3,027,209	0.35	3,027,209.35
	3,027,209	0.35	3,027,209.35



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ESCROW CASH FLOW

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Date	Principal	Interest	Net Escrow Receipts
05/01/2021	57,929.00	2.90	57,931.90
06/01/2021	2,969,280.00	374.21	2,969,654.21
	3,027,209.00	377.11	3,027,586.11

Escrow Cost Summary

Purchase date	03/01/2021
Purchase cost of securities	3,027,209.00

ESCROW STATISTICS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
PRIOR	38,620.83	0.167	0.030141%	0.030141%	38,580.61	40.22	
BP	2,988,588.52	0.249	0.050327%	0.050325%	2,984,081.41	4,507.11	
	3,027,209.35				3,022,662.02	4,547.33	0.00

Delivery date 03/01/2021  
 Arbitrage yield 0.656395%

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SOURCES AND USES OF FUNDS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Dated Date	03/01/2021
Assumed Delivery Date	03/01/2021

Sources:

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Bond Proceeds:	
Par Amount	2,615,000.00
Premium	507,958.90
	3,122,958.90
Other Sources of Funds:	
Prior Debt Service Fund	38,620.83
	3,161,579.73
	3,161,579.73

Uses:

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Refunding Escrow Deposits:	
Cash Deposit	0.35
SLGS Purchases	3,027,209.00
	3,027,209.35
Cost of Issuance:	
Bond Counsel	25,000.00
Municipal Advisor	18,750.00
Rating Agency (Moody's)	13,500.00
Official Statement	4,000.00
Verification Agent	2,500.00
Paying Agent	750.00
Escrow Agent	500.00
MI Department of Treasury	523.00
MAC Fee	400.00
County Administrative Fee	13,075.00
Miscellaneous	1,000.00
	79,998.00
Underwriter's Discount:	
Other Underwriter's Discount	52,300.00
Other Uses of Funds:	
Rounding Amount	2,072.38
	3,161,579.73
	3,161,579.73



BOND PRICING

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Table with columns: Bond Component, Maturity Date, Amount, Rate, Yield, Price, Yield to Maturity, Call Date, Call Price, Premium (-Discount). Rows include Taxable Serial Bonds Due 2031 with various maturity dates from 2022 to 2031.

Summary table with rows: Assumed Dated Date, Assumed Delivery Date, First Coupon, Par Amount, Premium, Production, Underwriter's Discount, Purchase Price, Accrued Interest, Net Proceeds.

**BOND DEBT SERVICE**

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Dated Date                    03/01/2021  
 Assumed Delivery Date                03/01/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021			17,433.33	17,433.33	
09/30/2021					17,433.33
11/01/2021			52,300.00	52,300.00	
05/01/2022	200,000	4.000%	52,300.00	252,300.00	
09/30/2022					304,600.00
11/01/2022			48,300.00	48,300.00	
05/01/2023	220,000	4.000%	48,300.00	268,300.00	
09/30/2023					316,600.00
11/01/2023			43,900.00	43,900.00	
05/01/2024	230,000	4.000%	43,900.00	273,900.00	
09/30/2024					317,800.00
11/01/2024			39,300.00	39,300.00	
05/01/2025	245,000	4.000%	39,300.00	284,300.00	
09/30/2025					323,600.00
11/01/2025			34,400.00	34,400.00	
05/01/2026	250,000	4.000%	34,400.00	284,400.00	
09/30/2026					318,800.00
11/01/2026			29,400.00	29,400.00	
05/01/2027	265,000	4.000%	29,400.00	294,400.00	
09/30/2027					323,800.00
11/01/2027			24,100.00	24,100.00	
05/01/2028	280,000	4.000%	24,100.00	304,100.00	
09/30/2028					328,200.00
11/01/2028			18,500.00	18,500.00	
05/01/2029	295,000	4.000%	18,500.00	313,500.00	
09/30/2029					332,000.00
11/01/2029			12,600.00	12,600.00	
05/01/2030	305,000	4.000%	12,600.00	317,600.00	
09/30/2030					330,200.00
11/01/2030			6,500.00	6,500.00	
05/01/2031	325,000	4.000%	6,500.00	331,500.00	
09/30/2031					338,000.00
	2,615,000		636,033.33	3,251,033.33	3,251,033.33



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UNREFUNDED BOND DEBT SERVICE

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021 09/30/2021	225,000	3.000%	3,375	228,375	228,375
	225,000		3,375	228,375	228,375



SAVINGS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 03/01/2021 @ 1.4960185%
03/01/2021		38,620.83	-38,620.83		2,072.38	-2,072.38	-36,548.45		-36,548.45
05/01/2021	57,931.25		57,931.25	17,433.33		17,433.33	40,497.92		40,397.44
09/30/2021								3,949.47	
11/01/2021	57,931.25		57,931.25	52,300.00		52,300.00	5,631.25		5,575.57
05/01/2022	292,931.25		292,931.25	252,300.00		252,300.00	40,631.25		39,930.84
09/30/2022								46,262.50	
11/01/2022	54,112.50		54,112.50	48,300.00		48,300.00	5,812.50		5,669.89
05/01/2023	304,112.50		304,112.50	268,300.00		268,300.00	35,812.50		34,674.48
09/30/2023								41,625.00	
11/01/2023	49,737.50		49,737.50	43,900.00		43,900.00	5,837.50		5,610.04
05/01/2024	309,737.50		309,737.50	273,900.00		273,900.00	35,837.50		34,185.35
09/30/2024								41,675.00	
11/01/2024	45,187.50		45,187.50	39,300.00		39,300.00	5,887.50		5,574.38
05/01/2025	320,187.50		320,187.50	284,300.00		284,300.00	35,887.50		33,726.60
09/30/2025								41,775.00	
11/01/2025	39,687.50		39,687.50	34,400.00		34,400.00	5,287.50		4,932.23
05/01/2026	324,687.50		324,687.50	284,400.00		284,400.00	40,287.50		37,301.54
09/30/2026								45,575.00	
11/01/2026	33,987.50		33,987.50	29,400.00		29,400.00	4,587.50		4,215.96
05/01/2027	333,987.50		333,987.50	294,400.00		294,400.00	39,587.50		36,111.17
09/30/2027								44,175.00	
11/01/2027	27,987.50		27,987.50	24,100.00		24,100.00	3,887.50		3,519.80
05/01/2028	342,987.50		342,987.50	304,100.00		304,100.00	38,887.50		34,947.86
09/30/2028								42,775.00	
11/01/2028	21,687.50		21,687.50	18,500.00		18,500.00	3,187.50		2,843.31
05/01/2029	351,687.50		351,687.50	313,500.00		313,500.00	38,187.50		33,811.06
09/30/2029								41,375.00	
11/01/2029	15,087.50		15,087.50	12,600.00		12,600.00	2,487.50		2,186.07
05/01/2030	360,087.50		360,087.50	317,600.00		317,600.00	42,487.50		37,061.74
09/30/2030								44,975.00	
11/01/2030	7,756.25		7,756.25	6,500.00		6,500.00	1,256.25		1,087.69
05/01/2031	372,756.25		372,756.25	331,500.00		331,500.00	41,256.25		35,455.32
09/30/2031								42,512.50	
	3,724,256.25	38,620.83	3,685,635.42	3,251,033.33	2,072.38	3,248,960.95	436,674.47	436,674.47	402,269.89

Savings Summary

PV of savings from cash flow	402,269.89
Potential Net PV Savings	402,269.89

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SUMMARY OF REFUNDING RESULTS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Dated Date	03/01/2021
Assumed Delivery Date	03/01/2021
Arbitrage yield	0.656395%
Escrow yield	0.050327%
Value of Negative Arbitrage	4,547.33
Bond Par Amount	2,615,000.00
Potential True Interest Cost	1.018056%
Potential Net Interest Cost	1.134371%
Potential All-In TIC	1.496019%
Average Coupon	4.000000%
Average Life	6.081
Par amount of refunded bonds	2,960,000.00
Average coupon of refunded bonds	4.046294%
Average life of refunded bonds	6.059
PV of prior debt to 03/01/2021 @ 1.496019%	3,429,479.24
Potential Net PV Savings	402,269.89
Percentage savings of refunded bonds	13.590199%
Percentage savings of refunding bonds	15.383170%



FORM 8038 STATISTICS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Dated Date 03/01/2021  
 Assumed Delivery Date 03/01/2021

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Taxable Serial Bonds Due 2031:						
	05/01/2022	200,000.00	4.000%	104.461	208,922.00	200,000.00
	05/01/2023	220,000.00	4.000%	108.256	238,163.20	220,000.00
	05/01/2024	230,000.00	4.000%	111.955	257,496.50	230,000.00
	05/01/2025	245,000.00	4.000%	115.398	282,725.10	245,000.00
	05/01/2026	250,000.00	4.000%	118.559	296,397.50	250,000.00
	05/01/2027	265,000.00	4.000%	121.430	321,789.50	265,000.00
	05/01/2028	280,000.00	4.000%	123.656	346,236.80	280,000.00
	05/01/2029	295,000.00	4.000%	125.697	370,806.15	295,000.00
	05/01/2030	305,000.00	4.000%	127.518	388,929.90	305,000.00
	05/01/2031	325,000.00	4.000%	126.613	411,492.25	325,000.00
		2,615,000.00			3,122,958.90	2,615,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2031	4.000%	411,492.25	325,000.00		
Entire Issue			3,122,958.90	2,615,000.00	6.2528	0.6564%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	132,298.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	2,988,588.52
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	6.0586
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	06/01/2021

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	0.00
Proceeds used to advance refund prior issues	2,988,588.52
Remaining weighted average maturity of the bonds to be currently refunded	0.0000
Remaining weighted average maturity of the bonds to be advance refunded	6.0586

FORM 8038 STATISTICS

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Ottawa County Water Supply Bonds, Series B (NOWS 2011 Improvements) (GOLT):					
BOND31	05/01/2022	235,000.00	3.250%	100.000	235,000.00
BOND31	05/01/2023	250,000.00	3.500%	100.000	250,000.00
BOND31	05/01/2024	260,000.00	3.500%	100.000	260,000.00
BOND31	05/01/2025	275,000.00	4.000%	100.000	275,000.00
BOND31	05/01/2026	285,000.00	4.000%	100.000	285,000.00
BOND31	05/01/2027	300,000.00	4.000%	100.000	300,000.00
BOND31	05/01/2028	315,000.00	4.000%	100.000	315,000.00
BOND31	05/01/2029	330,000.00	4.000%	100.000	330,000.00
BOND31	05/01/2030	345,000.00	4.250%	100.000	345,000.00
BOND31	05/01/2031	365,000.00	4.250%	100.000	365,000.00
		2,960,000.00			2,960,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Ottawa County Water Supply Bonds, Series B (NOWS 2011 Improvements) (GOLT)	06/01/2021	05/01/2019	6.0586
All Refunded Issues	06/01/2021		6.0586

PROOF OF ARBITRAGE YIELD

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Date	Debt Service	PV Factor	Present Value to 03/01/2021 @ 0.6563952719%
05/01/2021	17,433.33	0.998908395	17,414.30
11/01/2021	52,300.00	0.995640726	52,072.01
05/01/2022	252,300.00	0.992383746	250,378.42
11/01/2022	48,300.00	0.989137420	47,775.34
05/01/2023	268,300.00	0.985901714	264,517.43
11/01/2023	43,900.00	0.982676593	43,139.50
05/01/2024	273,900.00	0.979462022	268,274.65
11/01/2024	39,300.00	0.976257966	38,366.94
05/01/2025	284,300.00	0.973064392	276,642.21
11/01/2025	34,400.00	0.969881265	33,363.92
05/01/2026	284,400.00	0.966708550	274,931.91
11/01/2026	29,400.00	0.963546214	28,328.26
05/01/2027	294,400.00	0.960394223	282,740.06
11/01/2027	24,100.00	0.957252543	23,069.79
05/01/2028	304,100.00	0.954121140	290,148.24
11/01/2028	18,500.00	0.950999980	17,593.50
05/01/2029	313,500.00	0.947889031	297,163.21
11/01/2029	12,600.00	0.944788258	11,904.33
05/01/2030	642,600.00	0.941697629	605,134.90
	3,238,033.33		3,122,958.90

Proceeds Summary

Delivery date	03/01/2021
Par Value	2,615,000.00
Premium (Discount)	507,958.90
Target for yield calculation	3,122,958.90



PROOF OF ARBITRAGE YIELD

County of Ottawa, Michigan  
 Ottawa County Water Supply Refunding Bonds, Series 2021  
 (Northwest Ottawa Water System) (General Obligation Limited Tax)  
 Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
 Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
 Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
BOND31	05/01/2031	4.000%	0.960%	05/01/2030	100.000	0.9602723%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
BOND31	05/01/2031	4.000%	0.960%			1.2102258%	0.2499535%

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IMPORTANT DISCLOSURES

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 Nows Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

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**County of Ottawa 2021 Refunding Bonds  
(Northwest Ottawa Water System)  
(General Obligation Limited Tax)**

***Proposed Schedule of Events***

February 2021							March 2021							April 2021							May 2021							June 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6		1	2	3	4	5	6					1	2	3							1							
7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28							28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30				
																			30	31														

<b><u>Date</u></b>	<b><u>Event</u></b>
February 25, 2021	Baird requests Schedule of Required Information to draft Preliminary Official Statement from the County of Ottawa, City of Grand Haven, the Charter Township of Grand Haven and the Township of Spring Lake.
March 1, 2021	The City of Grand Haven and City of Ferrysburg each adopt a Resolution to Request and Authorize issuance of the Refunding Bonds.
March 8, 2021	The Charter Township of Grand Haven and Township of Spring Lake each adopt a Resolution to Request and Authorize issuance of the Refunding Bonds.
March 11, 2021	The County Road Commission adopts Resolution Recommending Issuance of the Refunding Bonds.
March 15, 2021	The Village of Spring Lake adopts a Resolution to Request and Authorize issuance of the Refunding Bonds.
March 12, 2021	The County, City and Townships provide Baird with the requested information.
March 16, 2021	The County Finance Committee recommends to County Board of Commissioners to approve Resolution Authorizing Issuance of Refunding Bonds.
March 23, 2021	The County Board of Commissioners adopts Bond Authorizing Resolution.
March 31, 2021	County's September 30, 2020 CAFR finalized and qualifying statement for fiscal year end 2020 filed with Michigan Department of Treasury.
April 9, 2020	Baird distributes the first draft of the Preliminary Official Statement for comment.
April 9, 2020	Baird requests Moody's rating.
April 23, 2020	Comments due to Baird on the first draft of the Preliminary Official Statement.



**County of Ottawa 2021 Refunding Bonds  
(Northwest Ottawa Water System)  
(General Obligation Limited Tax)**

*Proposed Schedule of Events*

February 2021							March 2021							April 2021							May 2021							June 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6		1	2	3	4	5	6					1	2	3	2	3	4	5	6	7	8	6	7	8	9	10	11	12
7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10	9	10	11	12	13	14	15	13	14	15	16	17	18	19
14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17	16	17	18	19	20	21	22	20	21	22	23	24	25	26
21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24	23	24	25	26	27	28	29	27	28	29	30			
28							28	29	30	31				25	26	27	28	29	30	30	31													

<u>Date</u>	<u>Event</u>
Week of April 26th	Rating preparation call with the County and Baird.
Week of April 26th	Rating conference call with Moody's, the County and Baird.
Week of May 3rd	Due Diligence calls with County, City of Grand Haven and Township of Spring Lake.
May 7, 2021	Baird receives Moody's rating.
May 10, 2021	Baird distributes Preliminary Official Statement.
May 11, 2021	The Notice of Sale is published by Bond Counsel.
May 18, 2021	Competitive sale at 11:00 a.m. (ET).
May 19, 2021	Baird distributes draft of the closing letter and Final Official Statement.
May 24, 2021	Baird prints and distributes the Final Official Statement.
May 31, 2021	Memorial Day holiday.
June 8, 2021	Bond closing.



# Action Request



<b>Committee:</b>	Board of Commissioners	<input type="text"/>
<b>Meeting Date:</b>	03/23/2021	<input type="text"/>
<b>Requesting Department:</b>	Human Resources	<input type="text"/>
<b>Submitted By:</b>	Marcie Ver Beek	<input type="text"/>
<b>Agenda Item:</b>	Fiscal Services (CMH) Personnel Requests	<input type="text"/>

### Suggested Motion:

To approve the request from Fiscal Services (CMH) to add one (1.0 FTE) Claims/Billings Analyst (U2) at a cost of \$73,341.69, and increase one Accountant II (U4) to a Budget/Audit Analyst (U5) at a cost of \$5,974.72, for a total cost of \$79,316.41.

### Summary of Request:

In 2015, Fiscal Services (CMH) had budget cuts to due to reduced funding. As part of an effort to reduce overall administrative costs, the fiscal staff at CMH were asked to cut 3 positions from their roster. The Fiscal staff at CMH went from 10 positions down to the current roster of 7 positions.

During the past five years the workload has not decreased for CMH Fiscal staff but instead has increased. In 2015, 207 providers were paid \$23.4 million in claims and payments. In 2020, 229 providers were paid \$31.9 million in claims and payments which was a 32% increase in payments. In 2015 a staff of 10 processed 289,000 claim lines. In 2020, with a staff of 7 people, 317,000 claim lines were processed. This is an increase of 10% over the last 5 years.

See additional information attached.

### Financial Information:

Total Cost: \$79,316.41	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Medicaid that has already been appropriated will be reallocated to fund these positions.

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:  Finance and Administration Committee

03/16/2021



Ottawa County  
Where You Belong<sup>®</sup>

# Claims and Billing Analyst - CMH

Class Code:

Bargaining Unit: Unclassified

OTTAWA COUNTY

Established Date:

Revision Date:

## JOB DESCRIPTION:

Under the direction of the MH Financial Manager and Accountant II (*Provider Compliance and Claims Supervisor – Proposed title*), performs complex administrative and financial functions requiring detailed knowledge of specialized departmental operations, rules and technical claims processing and billing procedures. Reviews, analyzes, and corrects encounter issues, creates and maintains specialized databases, and coordinates a variety of specialized functions and special projects.

## ESSENTIAL JOB FUNCTIONS:

**The essential functions of this position include, but are not limited to, the following:**

1. Assists in maintaining the electronic health record including updating rates, assisting in void/replacement of services, and encounter modifications.
2. Facilitates the provider use of a centralized contract agency helpdesk.
3. Reviews MDHHS code and modifier changes for CMH compliance on a biannual basis and identifies necessary changes to ensure reporting compliance.
4. Assembles materials and supporting documentation for new and on-going provider credentialing with commercial insurance and Medicare. This includes coordinating with internal staff and outside agencies to ensure applications and re-attestations are up to date and meet the minimum rendering provider requirements.
5. Compiles materials and prepares reports of departmental service activities and status reports.
6. Assists with billing, eligibility, and claims processes as needed.
7. Performs other functions as assigned.



## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Associate degree in business administration, or related area preferred, combined with four (4) years of progressively responsible medical claims processing, accounting, office management, or related administrative experience; or an equivalent combination of education and experience.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge and Skills:**

1. Thorough working knowledge of office administration protocols and procedures.
2. Thorough working knowledge of County policies and procedures.
3. Thorough working knowledge of County legislative processes.
4. Knowledge of medical claims and billing practices.
5. Knowledge of accounting practices, including preparing and interpreting financial reports.
6. Excellent customer service skills.
7. Computer literacy, including thorough working knowledge of electronic health records, Microsoft Word, Excel, and database management applications software.
8. Excellent verbal and written communication skills.
9. Excellent interpersonal and human relations skills.
10. Ability to interact positively and objectively with elected officials, department directors, managers, contractors and consultants, employees, parties with interests in matters involving the County, and members of the general public from a wide range of cultural and socio-economic backgrounds and with varying levels of educational attainment and communications skills.

### **Physical Requirements:**

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

### **Working Conditions:**

Work is performed in a normal office environment.

2021 Estimated Costs per Deductions  
Employee Costs

Claims Billing Analyst  
Unclassified U2

FTE	Wages	Benefits	TOTAL COST
1.0000	41,152.00	32,189.69	73,341.69



**Ottawa County**  
*Where You Belong.*

OTTAWA COUNTY  
Established Date: Mar 8, 2018  
Revision Date: Nov 6, 2018

# Budget / Audit Analyst

Class Code:  
2014

Bargaining Unit: Unclassified

## SALARY RANGE

\$54,208.70 - \$70,151.38 Annually

### JOB DESCRIPTION:

Responsible for assisting the Fiscal Services Director in planning, organizing, and directing all accounting and budgeting activities of the County. Maintains integrity of general ledger in compliance with accounting standards. Responsible for grant accounting, including budgeting, compliance, reporting, and monitoring receipt of payment. Analyzes account activity and prepares projections to ensure budget estimates are sound and within appropriations established by the Board of Commissioners. Responsibilities will include working with a multiple departments or elected officials with varied, complex funding models.

### ESSENTIAL JOB FUNCTIONS:

**The essential functions of this position include, but are not limited to, the following:**

- Provides financial support to multiple departments receiving grant funding. Understands grant requirements, prepares budget, initiates general ledger set-up for tracking financial activity and prepares monthly or quarterly financial reports in compliance with established standards and specific grant contract.
- Understands and maintains compliance with federal guidelines for grant funding. Participates in the preparation of the Schedule of Federal Expenditures and work papers for the Single Audit.
- Assists in technical decisions surrounding accounting treatment of revenue and expenditures to maintain compliance with state law and Generally Accepted Accounting Principles.
- Assists in the planning, organizing, and directing the annual independent audit in areas of responsibility, including internal control documentation and audit work papers.
- Monitors revenue and expenditure activity to monitor compliance with appropriations adopted by the Board of Commissioners.
- Reviews annual budget requests and makes recommendation based on program evaluation; responsible for preparing and presenting funding decisions, including implications of proposed funding level.
- Identifies areas for process improvement and coordinates with others to document, present, and initiate improvements.

- Performs other functions as assigned.

## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Bachelor's degree from an accredited institution in accounting, finance, public finance or closely related field combined with three (3) years of progressively responsible experience in fund accounting, or an equivalent combination of education and experience.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge and Skills:**

- Thorough working knowledge of standard accounting theory, principles and practices.
- Thorough knowledge of statutory and other legally mandated standards governing public sector accounting and auditing practices and financial accountability, including GAAP and GASB.
- Thorough working knowledge of federal grant compliance and cost principles.
- Thorough working knowledge of Michigan Uniform Budget and Accounting Act, as amended.
- Computer literacy, including thorough working knowledge of spreadsheet, database, and accounting software.
- Good analytical, quantitative and critical thinking skills, along with good organizational and leadership skills.
- Good verbal and written communication skills, along with good interpersonal and human relation skills.
- Ability to interact positively and objectively with directors, managers, employees, auditors, regulatory and funding agency staff, vendors, contractors, consultants, and members of the general public from a wide range of cultural and socio-economic backgrounds.

### **Physical Requirements:**

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

### **Working Condition:**

Work is performed in a normal office environment.

2021 Estimated Costs per Deductions  
Employee Costs

Accountant II  
Unclassified U4

FTE	Wages	Benefits	TOTAL COST
1.0000	49,450.34	34,310.83	83,761.17

Budget Audit Analyst  
Unclassified U5

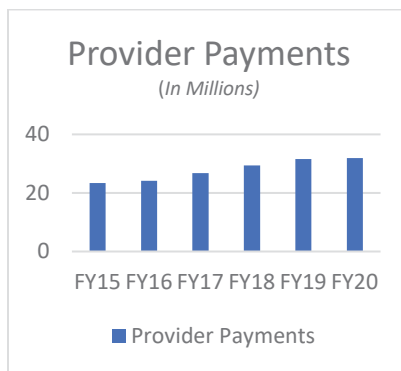
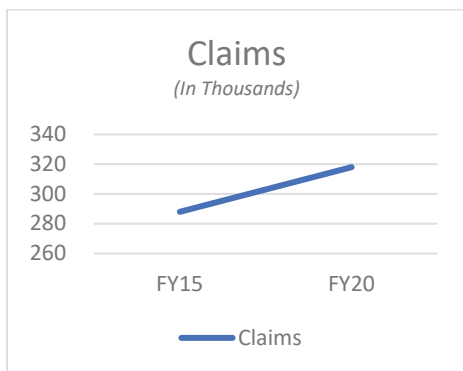
FTE	Wages	Benefits	TOTAL COST
1.0000	54,208.75	35,527.14	89,735.89

**Difference**                      **\$5,974.72**

## New Position Justification

2015 brought budget cuts to CMH due to reduced funding. As part of an effort to reduce overall administrative costs, the fiscal staff at CMH were asked to cut 3 positions from their roster. Positions opened from retirements and one layoff were not filled to accomplish this mandate. The Fiscal staff at CMH went from 10 positions down to the current roster of 7 positions.

During the past five years the workload has not decreased for CMH Fiscal staff but instead has increased. In 2015, 207 providers were paid \$23.4 million in claims and payments. In 2020, 229 providers were paid \$31.9 million in claims and payments. A 32% increase in payments. This is also evident in claim lines processed. A staff of 10 processed 289,000 claim lines in FY15. In FY20, with a staff of 7 people, 317,000 claim lines were processed. An increase of 10% over the last 5 years.



### Current workload is not only increasing but also expanding.

- A help desk system was instituted in 2018 to increase efficiency and create better customer service. This help desk has seen a 74% increase in tickets filed since FY18: 452 tickets filed in FY18 compared to 785 tickets filed in FY20.
- As we see more consumers and accept new types of insurance, more providers must be credentialed. Staff have credentialed 12 providers in the past six months compared to seven total over the past 3 years.
- Continued modifications of State reporting requirements. New codes and modifiers are constantly added to our reporting requirements and this requires massive system changes. The State is also rolling out a new reporting structure that completely changes the way we cost our services.
- The number of grants we maintain has also increased by over 155% in the past five years. These new grants bring with them increased financial management, tracking, and reporting.
- Addition of a new millage to continue CMH operations that otherwise would have been cut. This created a new fund and financial management.
- Reduction in the LRE Finance staff in the past two years due to an outsourcing with Beacon resulted in more responsibility placed on CMH for reconciliation, monitoring, and financial activity.

CMH Fiscal has made many processes more efficient and continue to improve process but the increased activity and workload has made it impossible to focus on improvements, accuracy, or maintaining rates. CMH's internal rates have not been updated in the system since the cut. There is little time to test possible upgrades or efficiencies in Avatar, and we've had to eliminate processes that were once in use to double check our work for self-auditing and accuracy purposes. We're instead reliant on outside departments to catch mistakes. CMH Fiscal staff are barely maintaining the current system when working at full capacity, and as services continue to increase there will be less and less time for any new systems or improvements, let alone time to onboard new providers and accommodate for the increase in workload.

### New Position – Claims/Billing Analyst:

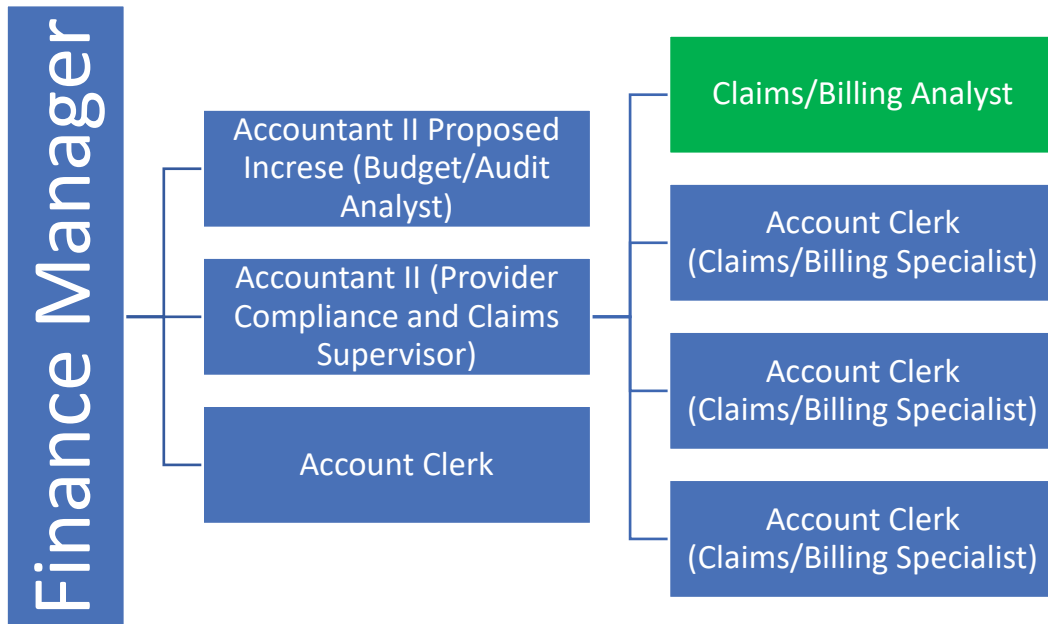
The increased workload and neglected Fiscal functions require a new unclassified position. This position would be higher than the current clerk role but below the current unclassified staff and be under the supervision of the Accountant II (Provider Compliance and Claims Supervisor). This position could assume the lower level tasks that are being performed by the Accountant II and allow for the tasks that are not currently being done to be completed, such as internal rate updates. A job description is attached so it can be classified.



**Upgrade from Accountant II to Budget/Audit Analyst:**

The growth of CMH has brought increased functions that are above the level of an Accountant II. In the last six months alone, CMH has received two new grants and just submitted for a third (SAMSHA, COSSAP, and CCBHC *submitted*). None of this grant work was transferred to the Accountant II due to the complexity of filing and drawing money down. This further complicates the funding streams used by CMH. The upgraded position would draw a higher qualified candidate that is prepared to handle the complicated nature of CMH and their funding streams. Additional reconciliation is needed between Avatar and Munis which is currently not happening. Lighter functions, such as journal entry allocations, would be transferred to other positions so the Budget/Audit Analyst could focus on revenue reconciliation between Munis and Avatar, grant reporting and financial management, and increased audit and budget functions.

### Organizational Structure



*Highlighted green box is proposed position. Parenthesized titles are unapproved titles proposed in previous document.*

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/23/2021

**Requesting Department:** Human Resources

**Submitted By:** Marcie Ver Beek

**Agenda Item:** Community Mental Health Personnel Request

## Suggested Motion:

To approve the request from CMH to make the following position additions and changes at a total cost of \$352,614.

1. Add four, part-time commission-based Mental Health Clinicians at a cost of \$104,000
2. Add four, full-time Mental Health Aide workers at a 1.0 FTE at a cost of \$248,614

## Summary of Request:

1. CMH Family Services has seen a notable increase in demand for services. (See attached documentation) While CMH has worked with contracted providers at community partner organizations, these agencies have struggled with both capacity and performance issues. To provide stability to the program, CMH would like to add clinical staff to the Family Services Program, thus reducing reliance on contracted providers. Because the results of a 2020 pilot with commission-based clinicians has shown promising results, this proposal requests four, part-time commission-based Mental Health Clinicians who will work a maximum of 19.5 hours per week. The Clinicians will be paid \$10/hour for hours worked and additional monies based upon a fee for service model.

2. The provider who has contracted with CMH to provide Community Living Support at the Pine Creek Supported Independent Living program is ending their contract. To fill this gap, CMH would like to hire four, full-time Mental Health Aide workers to run this program. (See attached documentation)

## Financial Information:

Total Cost: \$352,614.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Medicaid

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Finance and Administration Committee

03/16/2021



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 3/9/2021

POSITION TITLE: Mental Health Clinician - commission based ORG CODE: 2220

DATE NEEDED ASAP

CHECK ONE:  Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: \_\_\_\_\_

Expansion of Existing Hours → From: \_\_\_\_\_ To: \_\_\_\_\_ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: \_\_\_\_\_

New Position → Number of hours per week requested: 19.5

Expansion of Existing Hours - please refer to the attached schedule to make this request

### GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: CMHT

2. Pay Grade: See attached

3. Does a current job description exist?  Yes  No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

See attached. Requesting 4 positions.

### COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

Provide the revenue line to be amended if this position is approved: Medicaid -

Estimated salary cost (including for the budget year: \_\_\_\_\_ (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \_\_\_\_\_ (department to request amount from H/R)



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Laptop, docking station, phone, monitor, mouse and keyboard

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Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

-----  
**BUDGET DATA:** \_\_\_\_\_

*Fiscal Services Department Use Only*

**CONTROL #:** \_\_\_\_\_

*Fiscal Services Department Use Only*

Family Services  
Contract Outpatient  
March 3, 2021

### **Overview**

Over the past couple of years, CMH has seen a notable increase in the request for services in the Family Services Program (youth birth to 21). During 2016, the program served an average 245 youth per month and during 2020 the program served an average of 387 youth per month. Prior to COVID, the program was averaging 31 new referrals each month. In January 2020, our outpatient contractors were reporting to us challenges with capacity which resulted in us not being able to provide services to youth within the 14 days from request from service, which is the maximum number of days allowed per MDHHS.

At the onset of COVID, in mid-March 2020, we saw a notable decline in new youth presenting for services. While the number of referrals was low for several months, we anticipated that this would not be a long-term trend. During the summer of 2020, we added a couple of outpatient contract agencies bringing our total number of outpatient contract agencies to eight. Starting in October 2020, the number of new youths coming into services increased. Between October 2020 and February 2021, we averaged 28 new referrals per month. As of March 2021, our contract outpatient providers are once again announcing to us that they do not have the capacity to provide services within the 14-day mandate.

### **Anticipated concerns**

Throughout this pandemic, we anticipated the impact of COVID 19 on the mental health of children and adolescents to continue to increase. Today we received a report from the Michigan Department of Education and Michigan Department of Health and Human Services confirming those suspicions. The report contains data that demonstrates the negative impact of COVID on child and adolescent mental health. Notable data includes:

\*Mental Health Related Emergency Room Visits: Up 24% in youth 5 to 11 and 31% in youth 12 to 17.

\*Michigan Households with Children: 34% report children feeling nervous, anxious or on edge and 22% report children feeling down, depressed or hopeless.

\*72% of parents stated that they witnessed a decline in their child's emotional well-being.

\*25% of young adults (ages 18 to 24) reported considering suicide in the month before the survey.

### **Proposed Strategy to Address Needs**

Given the data trends that we experienced, we anticipate that the trend of seeing approximately 30 new youth each month and possibly more given these reported data points. To address capacity concerns, we are exploring a variety of options including working with our current contract providers and adding contract agencies to our panel of providers. While we appreciate the opportunity to work with providers in the community, we have a notable history of experiencing challenges in working with those agencies. Our contract providers have significant rates of staff turnover and frequently use interns, who leave within the year of starting. Both issues result in youth and families being moved from one therapist to another, which can have negative impacts to youth making clinical gains. The turnover (staff and interns) also places significant administration burden on CMHOC. As well, we have continued to struggle with the performance in contracted outpatient agencies due to lack of providing case management services, insufficient supervision, some agencies taking less than 10 youth, etc. To increase

stability to the services that we provide, we believe it appropriate to add clinical staff to the Family Services Program.

**Requested Staffing:**

\*Hire 4 commission based mental health clinicians, as was done through pilot in the MI Adult Services Program. Staff hired to work maximum of 19.5 hours/week, being paid \$10/hour for those hours and additional monies based upon fee for service model. As reported by MI Adult Services staff, the cost differential between commission based and contract is noteworthy due to consumers receiving services. The benefits of this model have thus far demonstrated 70% of the time services are being provided as indicated in the treatment plan compared to 40% of the time for consumers being served by the outpatient contract agencies. Consumers receiving approximately twice the number of units of service through these staff as compared to the outpatient contract agencies. Anticipated capacity for these staff is approximately 20 consumers each. Given the trends demonstrated thus far it is expected that each of these staff will be paid up to \$26,000/year.





# Mental Health Clinician (Commission Based) - PT/NB

Class Code:  
2273

Bargaining Unit: Non-benefited

OTTAWA COUNTY

Established Date: Jan 30, 2020

Revision Date: Jan 30, 2020

## SALARY RANGE

\$25.71 - \$32.57 Hourly

## JOB DESCRIPTION:

This is a professional position responsible for providing clinical assessment, diagnostic, therapy and some case management services to consumers and families. This position generally serves a population whose needs are less intense than populations in other programs.

**Compensation for this position is directly tied to number of consumer contacts.**

## ESSENTIAL JOB FUNCTIONS:

**The essential functions of this position include, but are not limited to, the following:**

1. Delivers behavioral health services to consumers.
2. Conducts mental health screening, intake, and assessment of consumers, makes clinical diagnoses, and develops person-centered treatment plans.
3. Provides direct individual, group, conjoint, and family psychotherapy.
4. Employs evidence-based and best practices to treat target population, adhering to principles of recovery, community integration, and independence.
5. Participates in the development of person-centered treatment plans for individual consumers and ensures that consumers receive services in compliance with their respective plans. Monitors progress of consumers against their respective person-centered treatment plan benchmarks.
6. Collaborates with psychiatrists and psychiatric nurse practitioners in medication reviews and presents case data with respect to consumer behavior and affect in order to properly manage consumer psychotropic medication regimens.
7. Provides case management services for consumers, developing treatment options, determining appropriate service delivery agencies, monitoring client progress, and evaluating and modifying treatment plan as needed.
8. Maintains case documentation and case notes in accordance with CMH policies and procedures.

9. May provide information about mental health services and makes presentations to members of the community and the general public.
10. Serves as an advocate for greater access to affordable, quality mental health care for the target population.

## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Master's degree in social work, psychology, or a related mental health field is required. Two years of relevant professional experience in a mental health agency preferred. Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

### **Licenses and Certifications:**

Must possess or obtain State of Michigan licensure as a Licensed Master's Social Worker, Limited Licensed Master's Social Worker, Licensed Psychologist, or Limited Licensed Psychologist. Additional certification as a CADC, CAADC or equivalent is preferred.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge and Skills:**

1. Thorough working knowledge of the principles and practices of social work and psychology.
2. Thorough working knowledge of evidence-based and best practices appropriate to target population, including the principles of recovery, community integration, and independence.
3. Thorough working knowledge of the principles of treatment for individuals with co-occurring mental illness and substance use disorders.
4. Thorough working knowledge of the principles and practices of clinical assessment and diagnosis, and the DSM-IV criteria.
5. Good working knowledge of the Medicaid Manual for Service Providers.
6. Thorough working knowledge of professional standards of practice and ethics.
7. Thorough working knowledge of the principles and practices of medical record documentation and medical records management.
8. Good working knowledge of program assessment and quality assurance principles, practices, protocols and instruments.
9. Excellent interpersonal communication skills.
10. Excellent verbal and written communication skills.
11. Computer literacy and working knowledge of word-processing, spreadsheet, database and other necessary software programs.

### **Physical Requirements:**

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

### **Working Conditions:**

Work is generally performed in a normal office environment, but may also be performed in community settings such as hospitals, schools, and consumer homes.



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 3/4/21

POSITION TITLE: Mental Health Aide (four total) ORG CODE: 2220

DATE NEEDED: \_\_\_\_\_

CHECK ONE:  Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: 40

Expansion of Existing Hours → From: \_\_\_\_\_ To: \_\_\_\_\_ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: \_\_\_\_\_

New Position → Number of hours per week requested: \_\_\_\_\_

Expansion of Existing Hours - please refer to the attached schedule to make this request

### GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T (CMH)

2. Pay Grade: 7

3. Does a current job description exist?  Yes  No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

See attached.

### COST INFORMATION:

Additional source of revenue (in percentage) to support this position. No new dollars. 100 % Medicaid

Provide the revenue line to be amended if this position is approved: \_\_\_\_\_

Estimated salary cost (including for the budget year: \$33,641.28 (x4) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$28,694.28 (x4) (department to request amount from H/R)



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Computer, phone, smart phone for community work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

-----  
**BUDGET DATA:** \_\_\_\_\_

*Fiscal Services Department Use Only*

**CONTROL #:** \_\_\_\_\_

*Fiscal Services Department Use Only*

## Proposal to Staff the Pine Creek Supported Independent Living Program

The Pine Creek Supported Independent Living (SIL) program is set up to have staff on site 24 hours a day to assist with various needs including assisting clients to keep an apartment in order, to independently shop, learn public transportation and make and keep appointments needed in the community. Some clients require reminder prompts for Activities of Daily Living (ADL's.) The program was originally intended to help those clients moving from Adult Foster Care (AFC) setting to a more independent setting with SIL staff helping clients to gain those independent living skills and eventually transition to independent living in the apartment with only intermittent supports from natural or CMH supports.

The program currently costs a total of \$412,688. In March 2021, the current provider notified CMH that they are ending their contract to provide staffing to this program.

Therefore, CMH is requesting to hire four CLS workers in house to provide CLS as needed to replace this program. The cost of 4 CLS workers fully benefitted is \$249,342. Between them, they could provide 200 potential hours of CLS services for not only the clients in this current program but also cover CLS needs for clients in the rest of the mental health program. This would be a savings of \$163,346.

**TITLE:** Mental Health Aide

**DEPARTMENT:** COMMUNITY MENTAL HEALTH

**PROGRAM:** MI Adult Services

**EMPLOYEE GROUP:** Group T

**GRADE:** T7

**SUMMARY:**

Under close supervision, implements plans of service for consumers with a mental illness diagnosis in the areas of skill building for work/volunteering, job coaching services and supports, and community living supports. This position teaches and assists people with various disabilities in activities that help maintain and develop their basic skills and abilities including skills in communication, social interaction, activities of daily living including basic self care, community access and safety, behavioral self control, physical therapy exercises, basic domestic skills, independent living, and job skills. These skill building and support services will be offered primarily in the community. Work hours may include some occasional evenings.

**ESSENTIAL JOB FUNCTIONS:** The essential functions of this position include, but are not limited to, the following:

1. Implements direct services to client consistent with established treatment plans.
2. Records data on consumer behaviors, needs, and progress objectively and accurately.
3. Implements treatment plan goals written by professional staff including any psychological behavior plans.
4. Monitors existing health conditions and medications to ensure that proper dosages are taken at specified intervals and observes consumers for any adverse effects.
5. Plans and structures activities in conjunction with the consumer to correlate to plan goals.
6. Transports consumers to and from various planned activities and encourages consumer participation during such trips.
7. Ensures the safety of consumers who have a variety of disabilities.
8. Prepares written documentation of consumer behaviors and treatments in accordance with established policy and procedures; and makes notes in case records.
9. Completes necessary training to teach activities of daily living to help consumers maintain independent living.
10. Reviews and discusses consumers' treatment plans with professional staff.
11. Communicates consumers' responses to service to the involved professionals and recommend changes as needed.
12. Maintains the security and confidentiality of clinical documentation in accordance with statutory requirements and Department of Mental Health and Community Mental Health policies and procedures.
13. Monitors recipient rights and complies with reporting requirements established by the Mental Health Code and procedures of the Community Mental Health Services Board.

**CONTACTS:** This position has frequent contact with:

1. Mental Health Specialists
2. Mental Health Nurse
3. Clinicians
4. Case Managers
5. Group Home providers
6. Consumer Guardians
7. Consumers
8. Consumer Family Members



**REQUIRED KNOWLEDGE AND SKILLS:**

1. Ability to interact positively and professionally with clients with mental illness, their families and other stakeholders.
2. Ability to work effectively in a team environment.
3. Ability to work independently.
4. Good powers of observation in order to identify changes in client behavior.
5. Certification of CPR and first aid practices, procedures and techniques.
6. Basic computer literacy in order to maintain digital case documentation and case notes.
7. Ability to interact positively and professionally with consumers, consumer family members, guardians, group home providers, and other caregivers and representatives from widely diverse cultural and socioeconomic backgrounds and with varying levels of social and interpersonal communications skills.

**NOTES:**

Fluency in Spanish desirable.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

High school diploma or GED. Successful completion of a First Aid course and CPR training and selected classes in the Group Home Curriculum Training within six (6) months of the date of hire. Participation in required continuing education required. Must have valid driver's license.

**PHYSICAL REQUIREMENTS:**

1. Must be able to lift at least 25 pounds independently.
2. Must be able to lift, reach, bend, stoop, push and pull to perform housekeeping tasks while teaching daily living skills to consumers.

**WORKING CONDITIONS:**

Work will be performed in an office setting and community settings including public places, consumer homes and other agency settings.

2021 Estimated Costs per Deductions  
Employee Costs

Mental Health Aide (Community Living Supports)  
Group T - CMHT-7/ Step 1

FTE	Wages	Benefits	TOTAL COST
1.0000	32,241.46	29,912.05	62,153.51

Cost for 4 Employees        248,614.04

# Action Request



<b>Committee:</b> Board of Commissioners <input type="checkbox"/>
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Administration
<b>Submitted By:</b> Regina MacMillan
<b>Agenda Item:</b> Community Mental Health Board Appointment

### Suggested Motion:

To place into nomination the name of (\*indicates recommendation from the Interview Subcommittee):

\*Robert Brown  
and to select one (1) to fill one (1) Family Member vacancy on the Community Mental Health Board beginning April 1, 2021 and ending March 31, 2024.

### Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

### Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

### Action is Related to Strategic Plan:

**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment Committee

03/16/2021

**APPLICATION FOR POSITION ON A BOARD  
COMMISSION, OR ADVISORY BODY APPOINTED  
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 02/01/2021

Position Applying For Community Mental Health Board/Family Member (BC)

Position Applying For \_\_\_\_\_

Position Applying For \_\_\_\_\_

Name Robert Brown

Address \_\_\_\_\_

City \_\_\_\_\_ ST MI Zip \_\_\_\_\_

Last 4 digits of social security number 0 Birth Month \_\_\_\_\_ Birth Day \_\_\_\_\_

**Contact Information:**

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Fax Number \_\_\_\_\_

**Education:**

School University of Miami (Fla) School Miami Dade Junior College

Degree Bachelor of Architecture Degree Associate Arts

**Employment Background:**

Current Employer Retired Position \_\_\_\_\_  
Responsibilities \_\_\_\_\_

Previous Employer Grand Valley State University (20 years) Position Campus Architect & Assistant Director Facilities Planning  
Responsibilities \_\_\_\_\_

- Formulating and managing project budgets,
- Contract negotiations with professionals and contractors,
- Development and maintenance of University master professional and construction contracts,
- Development and maintenance of University design and planning standards,
- Monitoring construction for conformance to contract documents and University standards, reviewing and approving contractor application for payments, review and approval of all project related change orders, and overall project management for capital projects

Length of Residency in Ottawa County 43

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes  No

If so, describe

Son works for 20th Circuit Court

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

- Member, Construction Owners Association of America
- Member, West Michigan Minority Contractors Association
- Past Member, National Council of Architectural Registration Boards
- Past Member, Ottawa County Community Mental Health Board
- Member, Ottawa County Town Hall Coalition, Advocacy for Persons with Developmental Disabilities
- Past member, Holland Chamber of Commerce

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes  No

If not, why not? \_\_\_\_\_

Why do you want to be considered for this appointment?

As a parent of a child with a developmental disability I have been a long time advocate for individuals with disabilities. Ottawa County is one of the best counties in the State providing services to those with developmental disabilities, mental illness and substance abuse in spite of the severe financial challenges the agency has faced in over the last several years. Wish to be a part of the Board governance that will insure that OCCMH continues along this path for many years to come.

**Thank you for your interest in Ottawa County Government**

# Action Request



<b>Committee:</b> Board of Commissioners
<b>Meeting Date:</b> 03/23/2021
<b>Requesting Department:</b> Administration
<b>Submitted By:</b> Regina MacMillan
<b>Agenda Item:</b> Community Mental Health Board Appointment

### Suggested Motion:

To place into nomination the name of (\*indicates recommendation from the Interview Subcommittee):

\*Lavonne Vanderzwaag  
and to select one (1) to fill one (1) General Public vacancy on the Community Mental Health Board beginning April 1, 2021 and ending March 31, 2024.

### Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

### Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

### Action is Related to Strategic Plan:

**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment Committee

03/16/2021



**APPLICATION FOR POSITION ON A BOARD  
COMMISSION, OR ADVISORY BODY APPOINTED  
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 02/12/2021

Position Applying For Community Mental Health Board/General Public (BC)

Position Applying For \_\_\_\_\_

Position Applying For \_\_\_\_\_

Name Lavonne (Vonnie) Vanderzwaag

Address \_\_\_\_\_

City \_\_\_\_\_ ST Mi Zip \_\_\_\_\_

Last 4 digits of social security number 0 Birth Month \_\_\_\_\_ Birth Day \_\_\_\_\_

**Contact Information:**

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Fax Number \_\_\_\_\_

**Education:**

School Western Michigan University School Grand Valley State University

Degree Masters Degree Masters

**Employment Background:**

Current Employer Grand Valley State University Position Part time Consultant

Responsibilities  
Support first year teachers

Previous Employer Ottawa Area Intermediate School District Position Teacher and administrator

Responsibilities  
Director of Early Childhood Services  
Director of the Ottawa Area Center  
Teacher

Length of Residency in Ottawa County 62

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes  No

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

I have served on the board of Ottawa Community Mental Health for several years

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes  No

If not, why not? \_\_\_\_\_

Why do you want to be considered for this appointment?

I would like to contribute to my community.

**Thank you for your interest in Ottawa County Government**

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	03/23/2021
<b>Requesting Department:</b>	Michigan State University Extension
<b>Submitted By:</b>	Regina MacMillan
<b>Agenda Item:</b>	Michigan State University Extension 2020 Annual Report

**Suggested Motion:**

To receive for information the Michigan State University Extension 2020 Annual Report.

**Summary of Request:**

In accordance with the 2021 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

**Objective:** Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:



# Ottawa County

## 2020 ANNUAL REPORT

### BY THE NUMBERS



4,604 Ottawa County youth participated in 4-H youth programming



488 Ottawa County adults and youth benefited from health and nutrition programs



465 Ottawa County residents participated in agriculture or agribusiness related workshops or sessions



1,148 Ottawa County families utilized the MSU Extension Remote Learning resources website



44,408 MSU Extension webpage visits from Ottawa County residents

### MESSAGE FROM THE DISTRICT DIRECTOR

Once again I am delighted to share the results of another successful year of partnership between Ottawa County and Michigan State University (MSU) Extension. Because of your continued support, we've been able to make a difference in the lives of youth, families, businesses, and communities.



The 2020 programming year has been like none other. As the novel coronavirus entered Michigan and the state put protections in place in the form of the Stay Home, Stay Safe order, MSU Extension staff went to work to adapt their classes to a virtual setting. Within a week, MSU Extension launched the Remote Learning and Resources website and set to work to create resources that individuals, businesses and families needed. MSU Extension is proud to have continued its strong partnership with Ottawa County.

Local MSU Extension staff and the statewide network of Educators provided information and expertise to local farmers, government officials, local and state employees, as well as, county youth and adult residents. This annual report gives examples of some of MSU Extension's accomplishments and the impact that we continue to have in the County. Thank you for the opportunity to share our most valuable resource – our people who strive to provide answers to questions that help solve real problems right here in Ottawa County.

Our partnership with you makes this all possible. On behalf of the MSU Extension team serving Ottawa County, thank you for another great year. We look forward to your continued support and hope you'll be able to join us during one of our upcoming programs.

Erin Moore, District 7 Director

**MICHIGAN STATE**  
**UNIVERSITY**

**Extension**



# Program Highlights

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Wade Syers, joined the MSU Food Safety team this year and looks forward to growing partnerships in Ottawa County.



Learning lessons for healthy eating habits are invaluable and strengthen the foundation for a healthy lifestyle.



Community Nutrition Instructor, Christian Kleinjans, teaches youth skills in the kitchen and the importance of healthy choices by using the portable kitchen at Holland Middle School.

## FOOD SAFETY

In 2020, MSU Extension brought on a new Food Safety Educator. Starting only a month before the state went into the Stay Home, Stay Safe order, Wade Syers was able to quickly adjust programming to an online setting. In Ottawa County, over 120 Ottawa County residents took advantage of the different courses that the Food Safety team had to offer. These course included cottage food law, cooking for crowds, waste reduction through freezing and, the most popular of all, home food preservation. With more time at home, Michiganders set out to preserve more of their summer harvest. The series brought over 3,800 residents of Michigan to its sessions.

## SHOW ME NUTRITION

While 2020 brought new challenges for the cooking demonstrations run by our nutrition team, their passion for service did not falter. In 2020, Christian Kleinjans and Amy Prins served over 350 Ottawa County residents with nutrition education. Partners included Harbor House, Goodwill, Georgetown Senior Center, Love Inc., and Ottawa Area Integrated School District. During the year, MSU Extension adapted these nutrition programs to a virtual format. They were able to promote their programs to multiple partners through case coordinator meetings, Ottawa Food, and the Loutit District Library.

## VIRTUAL SUCCESS STORY

One virtual success was when Community Nutrition Instructor Christian Kleinjans was able to successfully virtually train a crew of six middle school students on how to use and maintain the portable kitchen that MSU Extension assisted Holland Middle School in acquiring. Christian took these students from being quite raw in the kitchen, to doing presentations and food demonstrations for their peers! The students went on to train their peers with what they had learned. Not only was this an opportunity for the six students to practice their leadership skills, but the impact of this has the potential to effect all 250+ students in the school!

# Program Highlights

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## GREENHOUSE INDUSTRY

Greenhouses were presented with tough challenges in 2020. Although the production and maintenance of plant material was allowed under the "Stay Home, Stay Safe" order, wholesale and retail greenhouses were prohibited from selling product. Mid-March through June is a peak production period and their time is consumed by crop management and shipping activities. The MSUE ornamental horticulture team sought to preserve the industry by providing factually-supported information and recommendations that prioritized employee and consumer safety, promoting an empathetic social media marketing and communications strategy for retailers.



MSU Extension's educational and applied research programs help improve greenhouse crop production and business management by providing trusted information.

## APICULTURE EDUCATION

The MSUE Apiculture Team delivered a series of webinars for new and experienced beekeepers. The group reached over 2,000 people across the state of Michigan, including 113 in Ottawa County. The team covered topics such as preparing for swarm season, early season management, and first year colonies. MSUE provides robust education on beekeeping. The College of Natural Science runs the Michigan Pollinator Initiative which houses many resources for experienced and aspiring beekeepers. Additionally, all the MSUE webinars are housed with the initiative to provide continual and ongoing education for the growing interest in beekeeping.



MSU Extension Veteran Liaison, Adam Ingrao, holding up a hive. To access, please visit: <https://pollinators.msu.edu/resources/beekeepers/>

## ADULTING 101

Adulting 101 programming allows youth and young adults to gain skills and knowledge of useful information that will help them to be successful in an everchanging world. This exciting series of Adulting 101 was offered for high school youth and with topics that included Household Tasks, Developing a Spending Plan, Cooking 101, Debt vs. Credit and Being an Informed Renter. This webinar series had multiple states represented with over 1,000 registrations and 20 Ottawa County residents participating. This program will continue to expand in 2021 and we look forward to continuing to prepare young people in our community for success with vital life skills.



The Adulting 101 program accommodated the need to offer this series via zoom. MSU Extension was able to reach young people in Ottawa County as well as in other states.



# Featured County Story: Ottawa County Virtual 4-H Fair

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With the cancellation of the Berlin Fair due to COVID-19, it was important to both the 4-H community and the fair board to provide an opportunity for youth to be able to showcase their 4-H projects. The 2020 Ottawa County 4-H Virtual Showcase - Berlin Fair took place from July 6-11. Over 225 virtual entries were submitted where youth could receive feedback from judges and receive awards for their projects. In addition to offering the virtual show, Ottawa County 4-H was the first county 4-H program in Michigan to provide the virtual auction offered and run by MSU Extension. Through the auction, 4-H youth sold their projects for a combined total of over \$26,000.

The Ottawa County 4-H Virtual Showcase was truly a partnership between 4-H Volunteers, the Berlin Fair Board and the MSU Extension Ottawa County 4-H staff. Many 4-H volunteers dedicated numerous hours helping to build the virtual platform and getting it ready for 4-H youth. Collectively, all parties involved helped to create a successful event for the youth of the Ottawa County 4-H program.

Stephanie Nelson, a mother of a 4-H participant said “I am a nurse who has been working crazy hours and my kids having something to work towards has been a blessing. I feel this was the true spirit of 4-H.”



# Program Highlights



4-H is Michigan's largest youth development program serving over 200,000 youth each year.



This project allows Michigan anglers the opportunity to share information on the balance of stocked and wild fish showing up in the catch to researchers.



MSU Extension provides tools to help parents and caregivers get children ready for school and offer programs that promote social and emotional health in young children.

## 4-H LIVESTOCK LEARNING

Livestock Learning for the Ottawa 4-H youth was scheduled to take place in-person in the spring of 2020. As always, our 4-H community rose and met the challenges of 2020 with the same dedication and spirit as reflected in previous years of participation. 4-H leaders and educators were committed to offering programming to our Ottawa County youth and quickly adapted the training to virtual. There were 7 hour long sessions in total with 21 Ottawa County 4-H members attending. Topics included nutrition, showmanship, biosecurity, selection and daily care. 4-H participants throughout the state, moved through the year with resilience and adjusted to new virtual learning opportunities.

## STEELHEAD PROJECT

The DNR has been marking all stocked fish since 2018. Tracking those fish is an important step in learning more about the health of our Michigan rivers and Great Lakes as well as the balance between stocked and wild fish. In 2020, MSU Extension educated anglers on how to use the Great Lakes Angler Diary. The diary is a joint effort by MSU, Michigan Sea Grant and the Detroit Area Steelheaders. This project allows Michigan anglers an opportunity to provide important information on stocked and wild fish by registering and recording their catches in the diary.

## PARENTING EDUCATION

While there were many downsides to pandemic programming, the lack of geographic boundaries offered some upsides as well. In 2020, Ottawa County residents were able to access parenting courses that were originally only available in a face-to-face format. As these courses were adapted to a virtual setting, they became a popular option for parents, and childcare settings. Ottawa County residents took courses in "Building Early Emotional Skills (BEES)" as well as the "Guiding Principles for Highly Successful Parenting" series. In total, 23 people from Ottawa took these courses. These trainings will continue to be offered virtually.



# Program Highlights

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## MASTER GARDENER

The MSU Extension Master Gardener Training Program is a long standing program that trains Michigan residents to share science-based, environmentally-sound gardening knowledge. In 2020, Ottawa County hosted its first training, which was made virtual due to the pandemic. Educators from around the state stepped up to teach the various classes virtually. These sessions included plant science, soil science, integrated pest management, and water quality among others. The 2020 Ottawa County Extension Master Gardener Program had 30 participants who participated via the virtual format, 16 of which reside in Ottawa County.



Ottawa County is the home to a variety of beautiful gardens with residents learning from MSU Extension experts.

## FINANCE AND HOMEBUYER EDUCATION

It was an economically tough year for many. In 2020, MSU Extension offered courses in financial management as well as homebuyer education. Ottawa residents took advantage of classes such as informed renter, money management, credit craze, tips for successful savings, retire on track and student loans. In all, 43 residents of Ottawa County took advantage of these courses. To learn more about the program offerings of the FHE team, please visit: [mimoneyhealth.org](http://mimoneyhealth.org)



MSU Extension provides resources and education on money management, foreclosure prevention, buying your own home, retirement planning and more.

## SMALL FRUIT EDUCATION

The MSUE Small Fruit Team hosted a total of three webinar series to update local growers on issues related to the early portion of the blueberry season. These webinars delivered information on research and extension subjects of interest during the pre-bloom, bloom and pre-harvest period. Topics ranged from Michigan pollinator protection plans and guidelines to insect pests and diseases. An exciting addition to the webinar was Dr. Marisol Quintanilla-Tornel, an MSU Entomology Nematologist. Dr. Quintanilla-Tornel provided direct assistance to the Michigan blueberry industry, specifically around nematodes. Nematodes are a serious problem of blueberries. In total, 60 Ottawa County growers participated in this series.



Michigan blueberry growers produce about 100 million pounds of blueberries every year, making Michigan a leader in blueberry production.

# Program Highlights

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MSU Extension has a menu of programs that offer education in mental health awareness, anger management and reducing stress.



Michigan Water School helps elected and officials increase their knowledge about water management and gain access to tools and resources to help impact their local economy.



Please visit: <https://www.canr.msu.edu/agriculture/Rapid-Response-for-Agriculture/covid-19-pandemic-response-for-agriculture>

## SOCIAL & EMOTIONAL HEALTH

The need to work from home and keep our distance from others has put a strain on everyone's mental health. MSUE is very proud to have offered mindfulness, anger management and caregiver training to Michigan residents. Within a week of the Stay Home, Stay Safe state order, Holly Tiret, MSUE Educator, was teaching virtual Mindfulness classes to not only residents of Ottawa County and Michigan but also reached participants around the country and even abroad. Her classes in breathing, laughter and anger management have been met with great success. In Ottawa County, 182 residents took advantage of classes such as Relax: Alternatives to Anger classes and Mindfulness. Overall, these classes reached over 3,000 Michigan residents.

## MICHIGAN WATER SCHOOL

2020 saw the launch of the MSU Extension Water School. This program is policy-neutral, fact-based and designed to provide local decision-makers, appointed and elected officials, and municipal staff with critical, relevant information needed to understand Michigan's water resources. Topics covered include the fundamentals of water science, how to support sound water management decisions and awareness of current and future local and state water issues. The program had 116 registrants with 16 identifying as Ottawa County residents.

## RAPID RESPONSE TO AGRICULTURE

At the onset of the pandemic in 2020, there were many unknowns in the Agriculture Sector. MSU Extension went to work to develop a resource page that housed a COVID-19 response for Ag producers. This resource page became a one stop place for Ottawa County farmers to learn how to adapt their businesses in the pandemic. Topics included translated information for the workers about stopping the spread, housing information for incoming migrant workers, a risk reduction tool, loan information and interpretation among many other issues.

## MSU Extension staff located in Ottawa County

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**Through successful partnership and collaboration with Ottawa County, MSU Extension is able to continue its local presence and to provide vital educational resources and programming in such areas as community and economic development, agriculture, land use, health and nutrition, and youth development.**

**Thank you Ottawa County!**



**MISSION:**

**Michigan State University Extension helps people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities.**

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